

City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.



CITY COUNCIL REGULAR MEETING AGENDA Lake Stevens School District Educational Service Center (Admin. Bldg.) 12309 22nd Street NE, Lake Stevens

Tuesday, June 28, 2016 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE	Lake Stevens Police Explorers	Council President
ROLL CALL:		
APPROVAL OF AGENDA:		Council President
GUEST BUSINESS:		
EMPLOYEE INTRODUCTION:	Officer Phillip Bassett – Swearing-In	Mayor
COUNCIL BUSINESS:		Council President
MAYOR’S BUSINESS:		
CITY DEPARTMENT REPORT:		
CONSENT AGENDA:		
	*A Approve 2016 Vouchers	Barb
	*B Approve City Council Workshop Meeting Minutes of June 14, 2016	Barb
	*C Approve City Council Regular Meeting Minutes of June 14, 2016	Barb
	*D Approve Marine Boat Purchase	Ralph
	*E Approve Visitor Information Center – Wall Mounted and Monument Signs	Mick
	*F Authorize Mayor to Enter into Contract with Robinson Noble, Inc for Geotech Services for 36 th Street Bridge Repair	Mick
	*G Authorize Mayor to Enter into Contract with Prothman for City Administrator Recruitment	Mary
	*H Authorize Mayor to Enter into Contract with Distinctive Interior Designs for Space Planning Services re Temporary City Hall	Mary
	*I Approve Updated Salary Range and Title – Police Administrative Manager (Approval Recommended by Budget/HR Subcommittee)	Mary

Lake Stevens City Council Regular Meeting Agenda

June 28, 2016

- | | | |
|----|---|------|
| *J | Approve Additional Staffing – Building Inspector/
Code Enforcement (<i>Approval Recommended by
Budget/HR Subcommittee</i>) | Mary |
| *K | Approve Additional Staffing, Salary Range, and Job
Description – Senior Accountant (<i>Approval
Recommended by Budget/HR Subcommittee</i>) | Mary |

PUBLIC HEARING:

PUBLIC HEARING FORMAT:

1. Open Public Hearing
2. Staff presentation
3. Council's questions of staff
4. Proponent's comments
5. Comments from the audience
6. Close public comments portion of hearing
7. Discussion by City Council
8. Re-open the public comment portion of the hearing
for additional comments (optional)
9. Close Hearing
10. COUNCIL ACTION:
 - a. Approve
 - b. Deny
 - c. Continue

- | | | |
|-----|---|------|
| *A. | Public Hearing to Adopt a Six Year Transportation
Plan for the Years 2017-2022 | Adam |
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ACTION ITEMS:

- | | | |
|----|---|------|
| *A | Award Bid to Kamins Construction re Safe Routes
to School | Adam |
| *B | Approve Ordinance 955 re Traffic Mitigation
Adjustment | Russ |
| *C | Approve Ordinance 957 Amending LSMC 4.04
relating Business Licenses and Regulations | Russ |
| *D | Approve Ordinance 956 Establishing a Moratorium
on New Construction in the Downtown Area | Russ |

EXECUTIVE SESSION:

- | | | |
|-----------------------|--|------|
| STUDY SESSION: | *A 2016 Budget Amendment No. 2 – Ordinance 963 | Barb |
|-----------------------|--|------|

ADJOURN

* ITEMS ATTACHED	** ITEMS PREVIOUSLY DISTRIBUTED	# ITEMS TO BE DISTRIBUTED
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**THE PUBLIC IS INVITED TO ATTEND
Special Needs**

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Steve Edin, City of Lake Stevens ADA Coordinator, (425) 377-3227, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE:

All proceedings of this meeting are audio recorded, except Executive Sessions



CITY DEPARTMENT REPORT
JUNE 28, 2016 CITY COUNCIL MEETING

Finance/City Clerk

- A draft 2017 Budget Calendar has been submitted to the Budget Subcommittee
- Initial 2017 budget instructions will go out to Department Heads July 1st
- A Council Study Session is scheduled for July 12th to discuss Council input and budget schedule

Community Development Department

- Administration – Screening applications for the Parks Coordinator. Promoted Melissa Place from Associate Planner to Senior Planner effective July 1. Associate Planner Position advertised.
- Building/Current Planning – building and land use permit applications for commercial and residential projects remain high as do inspection requests. The School District has submitted applications for the new elementary school and several applications to remodel or expand other schools. We have three building permits in for Vernon Village a commercial project. The Building Division and new Fire Marshal are coordinating reviews and inspections. Cobalt Industries has applied to expand their operations.
- Long Range Planning - Updates for business license administration, impact fee adjustment, comprehensive plan, critical areas, floodplain regulations, administrative authority, single-family deferrals, building code and land disturbance/stormwater underway. Downtown Citizen Advisory Committee formed and a kick-off meeting is scheduled. The first outreach for the Subarea Plan will begin in July. Public Outreach on Frontier Heights Park acquisition will begin in July. Public outreach on Cavelero Park design will begin in August.
- Economic Development - Paddle Broz opened for business Tuesday, June 21st. The officers from the PD stopped by the concession for a meet and greet and to discuss safety and security. Working with the Chamber to produce the July 11th VIC dedication. Ongoing meetings with businesses and developers
- Code Enforcement – Number of land use complaints have been increasing.

Police Department

- Recruit Officer Schedler Started the Academy June 21st
- Lateral Officer Philip Bassett started June 16th
- Lateral Police Officer Alexander Michael will be starting July 5th
- Megan LeBlanc will be starting July 5, 2016 Records Clerk Position
- Body Cameras (2) have arrived and are in operation
- COPS grant for two officers was submitted June 23, 2016
- Community Meeting Opioid Forum - July date to be determined

Public Works Department

- Fish Roundabout and Visitor Information Center (VIC) is scheduled to take place on the 11th of July from 10:00 through noon. The Chamber will be following with a BBQ for its members. Due to the limited parking at Lundeen Park, a shuttle will be used between Sunnycrest Elementary School and the Park. More information to follow.
- Encampment Cleanup – the Police and Public Works have been coordinating on the process for site notification, assessment, and cleanup. Both department are will be working together at each site. The implementation is expected to begin in July/August.
- Hartford Trail Head – the City has received an easement from the property owner which will allow for the City to install a temporary trailhead while the right of way/property exchange goes through process. The target is to have the connection made by Aquafest. This will only include the trail and opening in the fence. Landscaping and possibly other site improvements will be performed once the property exchange is completed.
- 36th Street NE Bridge – the repair work is under design in-house and Marshbank has acknowledged that they will be able to perform this work this summer under their emergency contract. The SEPA has been completed and the JARPA is expected to be submitted this week. It appears that only a Hydraulic permit will be require.
- 20th Street SE Properties transfer – the County has given the City notification that the transfer of all the parcel is complete. The City is scheduling to board up the house on the nursery property, just east of Trestle Station. Other property will be examined to determine if this is needed as well.
- Main Street fencing – Black 4 foot fencing will be installed along Main Street along the east side of the road. One site will include the removal of the old wooden fence, across from City Hall, and the other site will be a new location along a steep slope across the street from 17th Street NE (boat launch access road).

BLANKET VOUCHER APPROVAL
2016

Payroll Direct Deposits	6/15/2016	\$155,151.80
Payroll Checks	40617-40618, 40623	\$4,065.52
Tax Deposit(s)	6/15/16, 6/23/16	\$64,949.22
Electronic Funds Transfers	ACH	\$14,174.90
Claims	40615-40616, 40619-40622, 40624-40687	\$247,149.90
Void Checks	40590, 40491-40492	(\$16,431.95)
Total Vouchers Approved:		\$469,059.39

This 28th day of June 2016:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer

Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember



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Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Ace Hardware	40615	6/10/2016						\$746.73
			50594	101-016-544-90-31-02	ST-Operating Cost	Pvc pipe/pvc cement/cap	\$17.13	
				410-016-531-10-31-02	SW-Operating Costs	Pvc pipe/pvc cement/cap	\$17.13	
			50597	001-010-576-80-31-00	PK-Operating Costs	Auger	\$28.30	
			50631	001-010-576-80-31-00	PK-Operating Costs	Auger and Drain opener	\$12.50	
			50637	001-010-576-80-31-00	PK-Operating Costs	Drill bits/nipple/coupler	\$61.47	
			50659	001-013-594-18-60-01	GG - Lundeen House Capital	Electrical box/plug/plug plate	\$37.49	
			50661	001-008-521-20-31-01	LE-Operating Costs	Vacuum break for faucet	\$28.30	
			50700	001-010-576-80-31-00	PK-Operating Costs	Trimmer line/oil/fasteners	\$36.80	
				101-016-544-90-31-02	ST-Operating Cost	Trimmer line/oil/fasteners	\$36.79	
				410-016-531-10-31-02	SW-Operating Costs	Trimmer line/oil/fasteners	\$36.79	
			50702	101-016-544-90-31-02	ST-Operating Cost	Pin Punch	\$7.61	
			50729	101-016-544-90-31-02	ST-Operating Cost	Drill bit #4 unibit	\$43.55	
			50776	001-010-576-80-31-00	PK-Operating Costs	Bolts/cable/rope for bouys	\$135.94	
			50785	001-010-576-80-31-00	PK-Operating Costs	Edger blades/Keys	\$28.26	
			50789	101-016-544-90-31-02	ST-Operating Cost	Tarp/rope	\$13.05	
				410-016-531-10-31-02	SW-Operating Costs	Tarp/rope	\$13.06	
			50808	410-016-531-10-31-02	SW-Operating Costs	Machete	\$29.39	
			50826	001-013-594-18-60-01	GG - Lundeen House Capital	Kitchen supplies for VIC	\$92.47	
			50839	001-008-521-20-31-01	LE-Operating Costs	Carwash brush/turtle wax	\$30.46	
			50868	101-016-544-90-31-02	ST-Operating Cost	By Pass Pruner	\$15.24	
				410-016-531-10-31-02	SW-Operating Costs	By Pass Pruner	\$15.23	
			50875	410-016-531-50-31-15	DOE EG160393-4 Capacity	Clamp	\$9.77	
	40624						\$999.16	
		6/23/2016	50789	101-016-544-90-31-02	ST-Operating Cost	Tarp/rope	\$26.11	
			50841	001-008-521-21-31-00	LE-Boating Operating	Padlock/hasp/fasteners	\$60.54	
				001-010-576-80-31-00	PK-Operating Costs	Fasteners/wire	\$19.76	
			50896	001-013-594-18-60-01	GG - Lundeen House Capital	Mulch	\$108.68	
			50918	001-008-521-21-31-00	LE-Boating Operating	Cleaner/nozzle/air freshener	\$48.43	
			50927	101-016-544-90-31-02	ST-Operating Cost	Triple ball mount	\$54.44	
			50933	101-016-544-90-31-02	ST-Operating Cost	Signs	\$7.28	
				410-016-531-10-31-02	SW-Operating Costs	Signs	\$7.27	



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Ace Hardware	40624	6/23/2016	50963	001-013-594-18-60-01	GG - Lundeen House Capital	Water heater restraints at VIC	\$25.04	
			50969	001-013-594-18-60-01	GG - Lundeen House Capital	Stud finder/batteries	\$69.67	
			50970	001-010-576-80-31-00	PK-Operating Costs	Hoses/sprinklers	\$515.25	
			51012	001-008-521-20-31-01	LE-Operating Costs	Key	\$5.42	
			51017	001-010-576-80-31-00	PK-Operating Costs	Cable/shackle/wire	\$51.27	
ACES	40625						Check Total	\$329.00
		6/23/2016	11711VM	001-005-517-60-31-00	HR-Safety Program	Safety mtg: Work Zone Safety	\$74.78	
				101-016-517-60-31-00	ST-Safety Program	Safety mtg: Work Zone Safety	\$127.11	
				410-016-517-60-31-00	SW-Safety Program	Safety mtg: Work Zone Safety	\$127.11	
Auto Additions Inc	40626						Check Total	\$802.75
		6/23/2016	05 001115	520-008-594-21-63-00	Capital Equipment	Center consoles PT 62/63/64	\$802.75	
James Barnes	40627						Check Total	\$45.00
		6/23/2016	6/20/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Per Diem - Child Abuse Training - Barnes	\$45.00	
Bills Blueprint	40628						Check Total	\$62.75
		6/23/2016	533484	001-000-341-81-00-01	Duplicating Srv - PRR	PRR2016-102 Amber Skyline	\$40.97	
			533698	001-000-341-81-00-01	Duplicating Srv - PRR	PRR2016-093 Sarah Steepy	\$21.78	
BMI	40629						Check Total	\$336.00
		6/23/2016	28169371	001-013-518-20-31-00	GG-Operating	2016-2016 fees account #2460509	\$336.00	
Business Card	40630						Check Total	\$6,152.97
		6/23/2016	0568 6/16	001-007-558-50-31-01	PL-Operating Costs	Portable hard drive	\$63.21	
					PL-Operating Costs	Computer cables returned	(\$15.24)	
				001-007-558-50-41-03	PL-Advertising	LUA2016-0053 Thayer	\$4.77	
					PL-Advertising	LUA2016-0077 Properties 300	\$20.63	
					PL-Advertising	LUA2016-0009 300 foot buffer parcel	\$11.10	
					PL-Advertising	LUA2016-0058 LSSD Elementary & Learning ctr	\$58.99	
					PL-Advertising	LUA2016-0014 Strootman	\$34.72	
					PL-Advertising	LUA2016-0054 Vernon Village	\$26.64	
					PL-Advertising	Aquafest 2016 mailing	\$67.25	
			3880 6/16	001-002-513-11-43-00	AD-Travel & Meetings	Mtg w/Community Dev Director	\$13.55	
					AD-Travel & Meetings	Subarea plan review mtg	\$14.84	
				001-007-558-50-43-00	PL-Travel & Mtgs	Subarea plan review mtg	\$44.51	
					PL-Travel & Mtgs	Mtg w/Community Dev Director	\$13.54	



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	40630	6/23/2016	4396 6/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Council workshop	\$72.96
					Legislative - Travel & Mtgs	SCC May 19 mtg-Daughtry	\$35.00
				001-001-513-10-43-00	Executive - Travel & Mtgs	SCC May 19 mtg-Spencer	\$35.00
				001-003-514-20-43-00	CC-Travel & Meetings	Hotel - WAPRO - Pugh	\$128.73
				001-005-517-90-41-00	HR-Wellness Program	Supplies for wellness event	\$47.54
				001-007-558-50-43-00	PL-Travel & Mtgs	Planning director interviews	\$102.37
				001-010-576-80-49-01	PK-Staff Development	Training-Flagging/Traffic control-Young	\$70.00
			5428 6/16	001-008-521-20-43-00	LE-Travel & Meetings	Lambier farwell	\$75.84
			6863 6/16	001-008-521-20-43-00	LE-Travel & Meetings	Supplies for supervisors mtg	\$12.93
			8060 6/16	001-007-558-50-31-01	PL-Operating Costs	Paper Towels	\$110.89
				001-008-521-20-31-01	LE-Operating Costs	Paper Towels	\$485.16
				001-010-576-80-31-00	PK-Operating Costs	Reacher	\$23.91
					PK-Operating Costs	Paper Towels	\$249.51
					PK-Operating Costs	Reachers	\$42.96
				001-012-575-50-31-00	CS-Community Center-Ops	Paper Towels	\$152.48
				001-013-518-20-31-00	GG-Operating	Paper Towels	\$138.62
				001-013-553-70-31-00	GG-Pollution Earthday Supplies	Beverages/utensils for Spring Clean	\$67.64
					GG-Pollution Earthday Supplies	Supplies for Spring Clean	\$72.15
				001-013-594-18-60-01	GG - Lundeen House Capital	Vacuum cleaner for VIC	\$345.70
				101-016-543-30-43-00	ST-Travel & Meetings	Mtg - Ridgeline	\$52.54
					ST-Travel & Meetings	Mtg re: Marysville emcampment cleanup	\$65.36
				101-016-544-90-31-02	ST-Operating Cost	Plot paper	\$21.19
					ST-Operating Cost	Brown floor diffuser	\$11.62
					ST-Operating Cost	Outdoor/indoor mat	\$95.45
					ST-Operating Cost	Paper Towels	\$124.76
				410-016-531-10-31-02	SW-Operating Costs	Plot paper	\$21.19
					SW-Operating Costs	Outdoor/indoor mat	\$95.45
					SW-Operating Costs	Brown floor diffuser	\$11.62
					SW-Operating Costs	Paper Towels	\$124.76
			8338 6/16	001-008-521-20-43-00	LE-Travel & Meetings	Hotel credit - Wachtveitl	(\$89.00)
				001-008-521-20-48-00	LE-Repair & Maintenance Equip	Locksmith	\$159.76
			8416 6/16	001-008-521-20-32-00	LE-Fuel	Fuel	\$21.30



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	40630	6/23/2016	8416 6/16	001-008-521-40-49-01	LE-Staff Development	NASRO class - Ofcr Irwin	\$40.00
			8877 6/16	001-008-521-20-26-00	LE-Clothing	Hat - Schedler	\$36.97
				001-008-521-20-31-01	LE-Operating Costs	Monthly svc fee for credit check to be reversed	\$17.95
					LE-Operating Costs	Tables for Safety fair	\$119.98
				001-008-521-20-41-00	LE-Professional Services	Database searches	\$54.45
					LE-Professional Services	Driving record check	\$13.00
				001-008-521-20-42-00	LE-Communication	Postage	\$800.00
				001-008-521-20-43-00	LE-Travel & Meetings	Supplies for Sgt assessments	\$569.27
					LE-Travel & Meetings	Parking Sno County Garage	\$6.00
					LE-Travel & Meetings	Hotel - Suquamish - Wachtveitl	\$98.52
					LE-Travel & Meetings	Hotel - Suquamish - Thomas	\$197.04
					LE-Travel & Meetings	Hotel - Bainbridge Island - Wachtveitl	\$98.52
					LE-Travel & Meetings	Training meal - Ubert/Vanderwalker	\$30.15
					LE-Travel & Meetings	Hotel - Bainbridge Island - Thomas	\$98.52
				001-008-521-21-43-00	LE-Boating-Travel	Hotel - Elensburg - Carter	\$293.70
				001-008-521-40-49-01	LE-Staff Development	Training-Disclosure LE Records - Ubert	\$35.00
					LE-Staff Development	WHIA 2016 Conference - Wachtveitl	\$300.00
David Carter	40631	Check Total					\$43.57
		6/23/2016	6/15/16 req	001-008-521-21-31-00	LE-Boating Operating	Skier down flags	\$43.57
Chicago Title	40632	Check Total					\$546.00
		6/23/2016	500035805-1	101-016-595-20-60-00	ST - Capital ROW Purchase	Radosevich property title insurance	\$546.00
CHS Engineers LLC	40633	Check Total					\$974.50
		6/23/2016	job 371607	001-007-558-50-41-00	PL-Professional Servic	LUA2016-0061 1st & Vernon BSP review	\$487.25
				101-016-542-30-41-02	ST-Professional Service	LUA2016-0061 1st & Vernon BSP review	\$487.25
City of Marysville	40634	Check Total					\$7,104.66
		6/23/2016	16-009	001-013-512-50-41-00	GG-Municipal Court Fees	Court citations May 2016	\$7,104.66
Code Publishing Co	40635	Check Total					\$149.96
		6/23/2016	53391	001-003-514-20-41-00	CC-Professional Services	Municipal Code publishing	\$149.96
ConfirmdeliveryCom	40636	Check Total					\$247.09
		6/23/2016	2419	001-008-521-20-42-00	LE-Communication	Passport mailing supplies	\$247.09



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Day Wireless Systems	40637						\$12.00
		6/23/2016	414074	001-008-521-20-31-01	LE-Operating Costs	Flexible ear insert - Warbis	\$12.00
Dell Marketing LP	40638						\$2,347.57
		6/23/2016	XJXMPTTW4	001-007-558-50-31-01	PL-Operating Costs	Dell Latitude serial # 62FPP72	\$1,205.97
			XJXN7XK62	001-008-521-20-31-01	LE-Operating Costs	OptiPlex 7440 for new detective 6PB9JB2	\$1,141.60
Dept of Retirement (Deferred Comp)	0						\$2,425.00
		6/23/2016	06/15/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,425.00
Dept of Revenue	0						\$10,022.44
		6/23/2016	May 2016	001-013-518-90-49-06	GG-Excise Tax	May 2016 Excise tax	\$375.74
				410-016-531-10-44-00	SW-Excise Taxes	May 2016 Excise tax	\$9,646.70
Dicks Towing	40639						\$491.40
		6/23/2016	157552	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-9511	\$125.58
			158327	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-10228	\$125.58
			163130	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-10148	\$125.58
			164453	101-016-544-90-31-02	ST-Operating Cost	Towing PW7 to County Shop	\$114.66
Electronic Federal Tax Pmt System EFTPS	0						\$64,949.22
		6/23/2016	06/15/16	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$64,817.24
			6/22/16 STONE	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$131.98
Electronic Business Machines	40640						\$408.06
		6/23/2016	AR42056	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$408.06
Everett Steel	40641						\$121.06
		6/23/2016	137099	001-010-576-80-31-00	PK-Operating Costs	Steel tube	\$121.06
First American Title & Insurance Co	40642						\$382.20
		6/23/2016	869-422946063	301-010-576-80-61-00	Park Mitigation Funds Exp	Subdivision/Plat Certificate	\$382.20
Frontier	40643						\$91.30
		6/23/2016	4253340835 6/16	001-013-518-20-42-00	GG-Communication	Telephone services	\$30.44
				101-016-543-30-42-00	ST-Communications	Telephone services	\$30.43
				410-016-531-10-42-00	SW-Communications	Telephone services	\$30.43
	40644						\$63.06
		6/23/2016	4253979674 6/16	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$63.06



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
GCSIT Solutions Inc	40645						Check Total	\$1,938.42
		6/23/2016	76762	510-006-518-80-49-00	License Renewal - Annual Maint	Dell Enterprise Software Support & Maint	\$1,938.42	
Genuine Auto Glass of Everett	40646						Check Total	\$288.94
		6/23/2016	406175	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Repair broken windshield on PT53	\$288.94	
Grainger	40647						Check Total	\$1,524.21
		6/23/2016	9129246030	101-016-544-90-31-02	ST-Operating Cost	Staples	\$3.37	
				410-016-531-10-31-02	SW-Operating Costs	Staples	\$3.36	
			9132354946	001-013-594-18-60-01	GG - Lundeen House Capital	Toilet paper for VIC	\$48.91	
		9133787185	001-010-576-80-31-00	PK-Operating Costs	Toilet bowl brush/plunger	\$15.32		
			101-016-544-90-31-02	ST-Operating Cost	Toilet bowl brush/plunger	\$15.32		
			410-016-531-10-31-02	SW-Operating Costs	Toilet bowl brush/plunger	\$15.31		
		9135114826	001-010-576-80-31-00	PK-Operating Costs	Cleaning supplies for Shop	\$64.22		
			101-016-544-90-31-02	ST-Operating Cost	Cleaning supplies for Shop	\$64.22		
			410-016-531-10-31-02	SW-Operating Costs	Cleaning supplies for Shop	\$64.22		
		9135114834	001-010-576-80-31-00	PK-Operating Costs	Cleaning supplies for Shop	\$62.58		
			101-016-544-90-31-02	ST-Operating Cost	Cleaning supplies for Shop	\$62.57		
			410-016-531-10-31-02	SW-Operating Costs	Cleaning supplies for Shop	\$62.57		
		9136427417	001-010-576-80-31-00	PK-Operating Costs	Ear plugs	\$23.63		
			101-016-544-90-31-02	ST-Operating Cost	Ear plugs	\$23.62		
			410-016-531-10-31-02	SW-Operating Costs	Ear plugs	\$23.62		
		9136961142	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies	\$54.72		
			001-008-521-20-31-01	LE-Operating Costs	Janitorial Supplies	\$239.40		
			001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies	\$123.12		
			001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies	\$75.24		
			001-013-518-20-31-00	GG-Operating	Janitorial Supplies	\$68.40		
			101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$61.56		
			410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$61.56		
		9139415567	001-010-576-80-31-00	PK-Operating Costs	Restroom closed signs/safety glasses	\$21.21		
			101-016-544-90-31-02	ST-Operating Cost	Restroom closed signs/safety glasses	\$21.22		
			410-016-531-10-31-02	SW-Operating Costs	Restroom closed signs/safety glasses	\$21.22		
		9140290306	001-008-521-20-31-01	LE-Operating Costs	Soap for Police Station	\$223.72		



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Granite Construction Supply	40648	6/23/2016	262_00063414	101-016-544-90-31-02	ST-Operating Cost	Traffic Cones	\$372.44
			262_0063420	101-016-544-90-31-02	ST-Operating Cost	No Trespassing signs	\$241.76
				410-016-531-10-31-02	SW-Operating Costs	No Trespassing signs	\$241.76
			Check Total				
Great Floors	40649	6/23/2016	721295	001-012-575-50-48-00	CS-Community Center - R & M	Carpet & install for Community Center	\$7,826.80
				621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage - Great Floors	(\$391.34)
			Check Total				
Chris L Griffen	40650	6/23/2016	5Z0960237	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$300.00
			5Z970103	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$262.50
			Check Total				
J Thayer Company	40651	6/23/2016	1051641-0	001-013-594-18-60-01	GG - Lundeen House Capital	Toilet paper dispenser for VIC	\$92.36
			1052289-0	001-008-521-20-31-01	LE-Operating Costs	Soap refill	\$253.74
			1053274-0	001-003-514-20-31-00	CC-Office Supply	Toner	\$84.89
				001-004-514-23-31-00	FI-Office Supplies	Staples	\$5.76
				001-005-518-10-31-00	HR-Office Supplies	Folders	\$99.03
			C1049774-0	001-013-594-18-60-01	GG - Lundeen House Capital	Return toilet paper dispenser	(\$92.36)
			Check Total				
JJ Polygraph Service LLC	40652	6/23/2016	1262	001-008-521-20-41-00	LE-Professional Services	Polygraph Examination for records clerk position	\$200.00
			Check Total				
Kroesens Uniforms	40653	6/23/2016	31700	001-008-521-20-26-00	LE-Clothing	Armoured vest - Miner	\$867.71
			Check Total				
Lake Industries LLC	40654	6/23/2016	269566	101-016-544-90-31-02	ST-Operating Cost	4" Minus Screened Pit Run	\$39.08
				410-016-531-10-31-02	SW-Operating Costs	4" Minus Screened Pit Run	\$39.07
			31149	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$20.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$20.00
			Check Total				
Lake Stevens Chamber of Commer	40620	6/22/2016	Refund	633-000-386-00-00-05	Leasehold Excise Tax Receipts	Refund of overpayment June rent	\$20.00
			Check Total				
	40621	6/22/2016	July 2016	001-013-518-90-49-01	GG-Chamber of Commerce	July 2016 contribution for VIC operations	\$1,500.00
Check Total					\$1,500.00		



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Lake Stevens Fire	40655						Check Total	\$130.00
		6/23/2016	9410	001-008-521-20-31-01	LE-Operating Costs	Cleaning fee for Police Chief Reception	\$130.00	
Lake Stevens Police Guild	40656						Check Total	\$892.00
		6/23/2016	06/15/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$892.00	
Lake Stevens School District	40657						Check Total	\$5,770.36
		6/23/2016	1210	001-006-518-80-32-00	IT-Fuel	Fuel	\$29.55	
				001-007-559-30-32-00	PB-Fuel	Fuel	\$192.55	
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$52.17	
				101-016-542-30-32-00	ST-Fuel	Fuel	\$512.98	
				410-016-531-10-32-00	SW-Fuel	Fuel	\$726.05	
		1262	001-008-521-20-32-00	LE-Fuel	Fuel	\$4,257.06		
Lemay Mobile Shredding	40658						Check Total	\$9.12
		6/23/2016	4480653	001-008-521-20-31-01	LE-Operating Costs	Shredding services	\$9.12	
Steve McMahon	40659						Check Total	\$500.00
		6/23/2016	7/7/16 concert	001-012-573-20-31-00	CS-Arts Commission	Music on the Lake 7/7/2016	\$500.00	
David Miller	40660						Check Total	\$597.00
		6/23/2016	2963	001-008-521-40-49-01	LE-Staff Development	Shaken Baby/ID Child Injuries/Child Sexual Abuse Training	\$597.00	
Monroe Correctional Complex	40661						Check Total	\$617.08
		6/23/2016	MCC1605.411	001-013-518-20-48-00	GG-Repair & Maintenance	DOC work crew - May 2016	\$159.34	
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC work crew - May 2016	\$381.22	
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC work crew - May 2016	\$76.52	
Nationwide Retirement Solution	0						Check Total	\$1,325.00
		6/23/2016	06/15/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,325.00	
Outcomes by Levy LLC	40662						Check Total	\$5,302.37
		6/23/2016	2016-05-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Legislative/Regulatory Consulting May 2016	\$5,302.37	
Pertteet Engineering Inc	40663						Check Total	\$35,061.20
		6/23/2016	20120176.001-13	301-016-544-40-41-00	Street Op - Planning -Design	20th Street SE Phase II - Segment 1 Design	\$35,061.20	
Petty Cash Account	40664						Check Total	\$124.74
		6/23/2016	June reimb	001-001-511-60-43-00	Legislative - Travel & Mtgs	Ice for Council mtg	\$1.99	
				101-016-544-90-31-02	ST-Operating Cost	Recording fees	\$82.00	
				530-016-594-48-60-00	Purchase Of Capital Equipment	Vehicle license	\$40.75	



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Prothman	40665						Check Total	\$15,321.79
		6/23/2016	2016-5439	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting Services - 5/21-6/3/16	\$6,091.46	
			2016-5445	001-008-521-20-41-00	LE-Professional Services	Police Chief Consulting Services - 5/21-6/3/16	\$7,397.46	
			2016-5456	001-007-558-50-41-00	PL-Professional Servic	Reimbursable Expenses for Planning Director Search	\$1,832.87	
Puget Sound Energy	40666	6/23/2016	24316495 6/16	001-010-576-80-47-00	PK-Utilities	Natural Gas servces	\$11.70	
				101-016-543-50-47-00	ST-Utilities	Natural Gas servces	\$11.70	
				410-016-531-10-47-00	SW-Utilities	Natural Gas servces	\$11.69	
				Check Total				
	40667	6/23/2016	3723810 6/16	001-008-521-50-47-00	LE-Utilities	Natural Gas servces	\$82.16	
Kathleen Pugh	40668	Check Total					\$73.44	
		6/23/2016	6/17/16 req	001-003-514-20-43-00	CC-Travel & Meetings	Mileage toTacoma for training	\$73.44	
Radarsign LLC	40669	Check Total					\$38,350.00	
		6/23/2016	4631	101-016-595-64-63-00	ST-Traffic Control-Capital	Driver Radar speed feedback signs	\$38,350.00	
Right On Heating & Sheet Metal Inc	40670	Check Total					\$500.00	
		6/23/2016	21093	001-013-518-20-48-00	GG-Repair & Maintenance	HVAC services all city buildings	\$500.00	
Robinson Noble	40671	Check Total					\$898.80	
		6/23/2016	16-452	101-016-594-42-64-00	ST-Capital Purchases	Geotechnical consult for Callow Road	\$898.80	
Snohomish County PUD	40616	Check Total					\$15,545.89	
		6/10/2016	104477670	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$243.72	
			104477676	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$311.97	
				001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$91.23	
			111125139	001-013-518-20-47-00	GG-Utilities	200321172 Permit Center	\$87.91	
			114431270	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	\$15.58	
			114439354	001-008-521-50-47-00	LE-Utilities	200558690 Police N Lakeshore Drive	\$81.85	
			121075933	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$297.07	
			124387433	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	\$161.69	
			124390880	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$80.02	
			124391123	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$136.26	
			124391428	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$25.73	
			127688195	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	\$139.85	



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Snohomish County PUD	40616	6/10/2016	127688195	101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$139.85	
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$139.89	
			131007315	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$261.74	
			134295820	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$44.73	
			137503634	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$9.86	
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$9.86	
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$9.87	
			137510801	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$13.18	
				001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$13.19	
			140811660	001-010-576-80-47-00	PK-Utilities	205395999 Visitor Center	\$61.22	
			140817727	001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$16.70	
			144133443	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$214.25	
			144141077	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$16.70	
			147429213	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,130.20	
			147429305	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,066.97	
			150717137	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights	\$1,181.12	
			150718358	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$138.94	
			153968488	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$79.76	
			153971481	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$38.10	
			153972823	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$21.42	
			160360442	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	\$52.17	
			160364034	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal	\$55.85	
			160364037	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal	\$77.43	
			163574993	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	\$80.01	
	40672	Check Total						\$2,012.18
		6/23/2016	104480093	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$70.17	
			104482587	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	\$18.36	
			117760685	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$170.57	
			117763612	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$145.66	
			121080220	001-008-521-50-47-00	LE-Utilities	203033030 Police Dept Water	\$84.03	
			127698003	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$47.37	
			134301906	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$67.39	



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	40672	6/23/2016	144146188	001-008-521-50-47-00	LE-Utilities	202766820 Police Dept Electric	\$844.74
			147433158	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$31.16
			150721490	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$48.13
			150723012	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$42.04
			157172195	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	\$147.50
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$147.51
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$147.55
Snohomish County PW S	40673	Check Total					\$31,302.70
		6/23/2016	I000409186	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic signal maintenance	\$1,274.49
			I000409244	410-016-531-10-51-00	SW-Billing Fees	ILA - Annual Service Fee	\$30,028.21
Snohomish County Sherrifs Office	40674	Check Total					\$3,245.89
		6/23/2016	2016-3184	001-008-523-60-51-00	LE-Jail	Prisoner Housing May 2016	\$3,245.89
Sonsray Machinery LLC	40675	Check Total					\$775.59
		6/23/2016	P04639-09	101-016-544-90-31-02	ST-Operating Cost	Mower Blades for PW45	\$387.80
				410-016-531-10-31-02	SW-Operating Costs	Mower Blades for PW45	\$387.79
Sound Publishing Inc	40676	Check Total					\$589.89
		6/23/2016	7683868	001-004-514-23-41-01	FI-Advertising	Help Wanted-Part time Receptionist/Cashier	\$589.89
	40677	Check Total					\$67.20
		6/23/2016	EDH702932	001-013-518-30-41-01	GG-Advertising	Council Workshop & Special Meeting	\$67.20
John Spencer	40678	Check Total					\$198.92
		6/23/2016	5/31/16 req	001-001-511-60-43-00	Legislative - Travel & Mtgs	Mileage/parking/taxi/meals multiple meetings	\$198.92
Stericycle Inc	40679	Check Total					\$10.36
		6/23/2016	3003449135	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal	\$10.36
Tacoma Screw Products Inc	40680	Check Total					\$1,494.28
		6/23/2016	18119605	001-010-576-80-31-00	PK-Operating Costs	Jet Floor Drill Press	\$373.53
				101-016-544-90-31-02	ST-Operating Cost	Jet Floor Drill Press	\$373.53
				410-016-531-10-31-02	SW-Operating Costs	Jet Floor Drill Press	\$373.52
			18119606	001-010-576-80-31-00	PK-Operating Costs	Diamond weed trimmer line	\$268.55
			18119607	001-010-576-80-31-00	PK-Operating Costs	Drilled Hex Driver Bits/Starter cables	\$23.82
				101-016-544-90-31-02	ST-Operating Cost	Drilled Hex Driver Bits/Starter cables	\$23.82
		410-016-531-10-31-02		SW-Operating Costs	Drilled Hex Driver Bits/Starter cables	\$23.81	



Checks to be Approved for 6/10/2016 to 6/23/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Tacoma Screw Products Inc	40680	6/23/2016	18119608	001-010-576-80-31-00	PK-Operating Costs	Steel Hex nuts & screws	\$11.24
				101-016-544-90-31-02	ST-Operating Cost	Steel Hex nuts & screws	\$11.23
				410-016-531-10-31-02	SW-Operating Costs	Steel Hex nuts & screws	\$11.23
Tetra Tech Inc	40681	Check Total					\$19,490.00
		6/23/2016	51059141	101-016-542-30-41-02	ST-Professional Service	2016 Pavement Condition Rating Survey	\$19,490.00
UPS	40682	Check Total					\$13.90
		6/23/2016	74Y42236	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$13.90
VOIP Supply LLC	40683	Check Total					\$731.57
		6/23/2016	SI-299548	510-006-594-18-64-00	Capital - Purch Computer Equip	Grandstream video phones	\$731.57
Washington Dept of Fish & Wildlife	40622	Check Total					\$150.00
		6/22/2016	36th St JARPA	101-016-595-61-64-40	ST-36th Street Bridge Repair	JARPA 36th St Bridge Repair	\$150.00
Washington State Criminal Justice	40684	Check Total					\$50.00
		6/23/2016	201126070	001-008-521-40-49-01	LE-Staff Development	Training animal control-C Brooks	\$50.00
Washington State Patrol	40685	Check Total					\$418.25
		6/23/2016	I16008580	633-008-586-00-00-06	Gun Permit - FBI Remittance	Weapons permits background checks	\$418.25
Washington State Support Registry	0	Check Total					\$402.46
		6/23/2016	6/15/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46
Watershed Co	40686	Check Total					\$2,430.00
		6/23/2016	2016-0323	001-007-594-58-63-00	PL-Capital Outlay	LUA2016-0009 Moore property	\$2,430.00
Johnson William	40687	Check Total					\$6,751.80
		6/23/2016	16-2747	101-016-542-70-40-00	ST - Roadside Equip Rental	Rental mechanical brush cutter-May 2016	\$6,751.80
Sampsa Wright	40619	Check Total					\$19,394.77
		6/13/2016	8	001-010-594-76-64-00	PK-Capital Outlay	City Hall & Lundeen Park Tree Removal	\$19,394.77
Total							\$326,274.02

**CITY OF LAKE STEVENS
CITY COUNCIL WORKSHOP MEETING MINUTES**

Tuesday, June 14, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 6:02 p.m. by Council President Sam Low

ELECTED OFFICIALS PRESENT: Mayor John Spencer, Councilmembers Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder,

ABSENT: Councilmember Marcus Tageant

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson (6:08 p.m.)
Community Development Director Russ Wright, Human Resources Director Steve Edin and Deputy City Clerk Kathy Pugh

OTHERS:

Roll Call.

Parks Update: Community Development Director Russ Wright provided an update on parks within the City limits.

Director Wright briefly reviewed the parks inventory, the levels of service for various parks, parks, projects that are either underway or budgeted, and future parks projects and acquisitions. Director Wright said the City is fairly well positioned with parks resources, but that there are some deficits in the southern part of City.

Director Wright reviewed what the parks needs are based on a recent survey. Participants identified parks priorities of providing walking/hiking areas, picnicking, access to the shoreline and docks, and expanded public restrooms.

Currently the City is working to acquire Frontier Heights Park from the Homeowners Association. The City is meeting with the Homeowners Association July 5th to further discuss this transfer. The City is reaching out to Seattle City-Light and Bonneville Power Administration to make sure how the easements in this park can be utilized. Also, the City is considering an east-west road strictly for emergency access. Director Wright said that parking would need to be improved as well.

In response to Councilmember Welch's question regarding lighting, Director Wright responded he would like to see internal lighting. Director Wright also said that acquisition funds can be used to bring the park up to a level of safeness for users, including the playground equipment and the tennis courts.

Councilmember Low commented the City does not have enough parks west of Highway 9, and also suggested identifying some of the private parks in the north end of the City. Director Wright noted these parks are all mapped in the City's comprehensive plan.

Councilmember Holder reminded the Council that the City previously decided not to assume small tot lots due to the high cost of maintenance. She further commented that Kids Oasis at Pilchuck Elementary is not in good repair. Director Wright will contact the school district regarding this.

Director Wright provided an update on Lundeen Park and said that currently a revegetation plan is being developed, and the City is also looking at drainage so that the lawns are more useable. Director Wright also said that the City is going to develop a rain garden in front of the Visitors Information Center, the fence will be maintained and that additional mulch or chips will be added around the play center.

Director Wright next updated on the Hartford Trail Connection and said that a public hearing is planned to finalize the right-of-way vacation and dedication, and also that the project is out for design. He is coordinating with Public Works Director Monken on landscaping and hardscaping. Additionally, Director Wright would like to use directional signage from the Centennial Trail to the downtown area and back

Councilmember Low suggested some sort of colored directional striping on the street to guide bicyclists.

Turning to budgeted projects, Director Wright updated that Snohomish County wants to do an outreach to get the community engaged with Cavelero Park. The County anticipates moving forward with this project in 2017.

Councilmember Welch suggested that targeted community outreach could include a booth for a few hours at spots that people regularly frequent, such as a grocery store or other business. He also encouraged that Community Transit needs to have a bus stop by the park.

Director Wright provided an update on Eagle Ridge Park and noted the Parks Board has long advocated for improvements to this park. He also commented that most of the attention has gone to the area of the park where the Senior Center is located. The Parks Board would like to see the community garden up and functioning.

Director Wright reported that the boat launch restoration is fully funded and that the permitting process is underway. Restoration should be completed by the summer of 2018.

Councilmember Daughtry commented that Aquafest and other event schedules need to be taken into consideration during the restoration project.

Director Wright commented that he has talked with the downtown subarea consultant about including a master plan for the North Cove Park. Director Wright would like to see a proper plaza area for public events, and a downtown open space plan with connections including boardwalks, sidewalks and trails.

Director Wright also said the City is working on a Beautification Program that will provide a concise and consistent design for signage, including gateway signage, and also include district identities for the different areas of Lake Stevens.

Annexation Plan: Director Wright reviewed the various methods that may be used for annexation. He then reviewed eight proposed annexation areas including the proposed annexation method and timeline for each area. Director Wright recommended the northeast area be the first area that the City annexes. Identifying the suggested annexation areas to the south of the City, Director Wright commented the City needs to be realistic and use boundaries that are based on a geographic or natural boundary.

Director Wright will bring a resolution forward establishing the City's intent to annex and establishing targeted annexation areas.

Councilmember Low would like to know the costs for annexation of the various areas, and also suggested expanding the City's Urban Growth Area in the area of 28th SE so as not to create an island.

Director Wright then responded to Councilmembers' questions.

Adjourn:

The workshop adjourned at 6:51 p.m.

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

Tuesday, June 14, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Mayor John Spencer, Councilmembers Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder,

ABSENT: Marcus Tageant

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Mick Monken, Interim Police Chief Ralph Krusey, Interim Lt. Robert Summers, Human Resources Director Steve Edin, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer

OTHERS: American Legion Members Tony Morea, Loren Sperry, Vernon Rasmussen, Mike Shephard, Gayle McCurdy, Dave Amlin and Todd Welch; Angela Albriksen of Paddle Broz, LLC

Pledge of Allegiance: Council President Sam Low introduced members of the American Legion who then led the Pledge of Allegiance.

Roll Call.

MOTION: Councilmember Hilt moved, Councilmember McDaniel seconded, to excuse Councilmember Tageant from the meeting. On vote the motion carried (6-0-0-1).

Approval of Agenda: Council President Sam Low said two action items are being added to tonight's agenda: 20th Street Right of Way Acquisition and Standup Paddleboard Concessions at Lundeen Park.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Holder, to approve the agenda as amended. On vote the motion carried (6-0-0-1).

Guest Business.

Kari Zapata, 2409 87th Drive NE, Lake Stevens, distributed survey for a proposed right-of-way vacation by the City of 85th Drive NE by the City to the Crosswater Homeowners' Association (HOA). Ms. Zapata said the HOA is proposing this vacation because of the number of homes being constructed in neighboring Marysville, which the HOA believes creates safety issues in the neighborhood as the roadway sees an increase in traffic through the neighborhood. The intent of the HOA if this proposal moves forward is to eventually gate the street at both ends to

make the community safer. The HOA already maintains the sidewalks, parking spaces and trees along the roadway.

In response to a question from Mayor Spencer, Ms. Zapata said that people are enthusiastic about the idea, but they have not yet had a meeting to formalize support because they want to see if there is support for the idea from the City.

Larry Wagner, 11703 28th Street NE, Lake Stevens, introduced himself and said he is planning to run for the open position on the Snohomish County Public Utility District.

New Employee Introduction: Community Development Director Russ Wright introduced Jennie Fenrich, who is the new Permit Specialist. Ms. Fenrich has been with the City for many years and formerly worked as a receptionist/cashier in the main City Hall.

Council Business:

Councilmember Daughtry: Military Affairs Committee, Planning & Economic Development Committee; Councilmember Low: Parks Subcommittee, Police Ride-along, Trestle Station Grand Opening; Councilmember Hilt: Snohomish Health District; Councilmember McDaniel: Fire Commission; Police Community Meeting; Councilmember Holder: Planning & Economic Development Committee; Parks Subcommittee Meeting.

Mayor's Business: Mayor Spencer updated on the Police Chief Recruitment process and said there will be a candidates' reception on June 28th and interviews on June 29. The goal is to have a Police Chief hired in August. Mayor Spencer reported the Professional Services Agreement scope of services is being negotiated with the downtown subarea consultant and that the Citizens Subarea Committee has been split into five smaller committees, but that anyone can participate. Because of lack of adequate sewer service to the downtown area, Mayor Spencer has requested staff look into a moratorium for new construction; this will be brought back to Council for consideration. Mayor Spencer updated on Cavelero Park, and also said he continues to work with Snolsle on the siting of a new library. Mayor Spencer updated on the property acquisition from Snohomish County along the 20th Street SE corridor and said that unused properties under this acquisition will be surplussed. Turning to the Grade Road repair, Mayor Spencer said that the City is waiting for issuance of a hydraulic permit from Department of Fish & Wildlife. Regarding the 36th Street NE bridge repair, staff is working on this. Mayor Spencer said the City is ramping up to relocate City Hall to a temporary facility with the goal being a relocation by mid-fall at the latest. Mayor Spencer said the City has put out a Request for Proposal for City Attorney, and also that the City will be initiating a search for a new city administrator within the next sixty to ninety days.

City Department Report. None.

Consent Agenda.

Council President Low said he requested a change to the May 24th Workshop Meeting Minutes to the title from "regular" to "workshop", and also a correction to the start time of 5:00 p.m. and not 6:00 p.m.

Councilmember Holder requested a correction to show that she arrived at 5:17 p.m. to the May 24th Workshop and that Councilmember Welch arrived at 5:27 p.m.

MOTION: Moved by Councilmember Low, seconded by Councilmember Daughtry, to approve (A) 2016 Vouchers [Payroll Direct Deposits of \$147,130.17, Payroll Checks Nos. 40488-40489 totaling \$3,284.49, Tax Deposits of \$58,008.39, Electronic Funds Transfers (ACH) of \$170,535.85, Claims Check Nos. 40486-40487, 40490-40614 totaling \$1,596,436.20, Total Vouchers Approved: \$1,975,395.10], (B) City Council Minutes: May 24, 2016 Workshop Meeting as corrected, May 24, 2016 Regular Meeting, and June 7, 2016 Workshop and Special Meeting. On vote the motion carried (6-0-0-1).

Action Items:

Design Review Board Appointments: Mayor Spencer said that he, Community Director Wright and Design Review Board Chairperson Diana Hale recently interviewed two applicants. Following these interviews it is the Mayor's recommendation that Jaime Guzman be appointed to the vacant position on the Design Review Board and that Michael Lauer be appointed as member at large to the board. Both terms would end December 31, 2019. With these appointments the Design Review Board is at full membership. He then introduced Mr. Guzman to the Council; Mr. Lauer was not present.

Councilmember Daughtry commented that Mr. Guzman recently joined the Aquafest Board and is chairing the auto show.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Welch, to appoint Jaime Guzman to the Design Review Board to fill the vacant position, and to appoint Michael Lauer as member at large, with both terms ending December 31, 2019. On vote the motion carried (6-0-0-1).

Library Board Appointment: Mayor Spencer said that there is currently one vacant position on the Library Board. He and Library Board Chairperson Shaelynn Bates recently interviewed Kevin Stone for that vacancy and it is their recommendation that Mr. Stone be appointed to the vacant position for a term expiring December 31, 2019. He then introduced Mr. Stone to the Council.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Low, to appoint Kevin Stone to the Library Board for a term ending December 31, 2019. On vote the motion carried (6-0-0-1).

Arts Commission Appointment: Mayor Spencer said that he, Arts Commission Chairperson Holly Forbis and Design Review Board Chairperson Diana Hale recently interviewed applicant Bridget Scott for one of the vacant Arts Commission positions. Following that interview it is his recommendation that Ms. Scott be appointed to the Arts Commission. He then introduced Ms. Scott to the Council.

MOTION: Moved by Councilmember Low, seconded by Councilmember Welch, to appoint Bridget Scott to the Arts Commission. On vote the motion carried (6-0-0-1).

20th Street SE Right of Way Acquisition – Threat of Eminent Domain: Public Works Director Mick Monken presented the staff report and said that tonight's requested action is to adopt Resolution 2016-11 which will authorize the issuance of a fair offer letter of value containing a threat of exercise of the City's powers of eminent domain in connection with the acquisition of properties for the 20th Street SE Phase II project. The City has identified all of the necessary property takes and is in the process of making offers. The use of threat of eminent

domain has advantages for both the City and the seller. Director Monken then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to adopt Resolution 2016-11 authorizing issuance of a fair offer letter containing the threat of exercise of the City's powers of eminent domain in connection with acquisition of properties for the 20th Street SE Phase II project. On vote the motion carried (6-0-0-1).

Equipment Mechanic Classification: Human Resources Director Steve Edin presented the staff report and said that the Equipment Mechanic position was proposed during the 2016 budget planning cycle. Approval of this new classification, salary range and job description will allow staff to move forward with recruiting for this position. Director Edin then responded to Councilmembers' questions.

Discussion ensued on the budget impact of establishing this position, including expenses and cost savings. Interim City Administrator Swenson commented that having a mechanic in position will provide for better maintenance of city vehicles with a smoother, streamlined process, including regularly scheduled maintenance, and also that there may be an opportunity to share a Master Mechanic position with the Fire District.

MOTION: Moved by Councilmember Low, seconded by Councilmember McDaniel, to approve the new classification, salary range and job description of Equipment Mechanic. On vote the motion carried (6-0-0-1).

Approve FCS Group Scope of Service for Task 1 – Strategic Financial Plan: Finance Director/City Clerk Barb Stevens presented the staff report and said that Council previously approved a professional services agreement with FCS to be performed on a per task basis. Task 1 is to develop a strategic financial plan including financial strategy, development of a forecasting model and forecasting revenues and operating and capital expenditures. FCS has been asked to provide a product for use in budgeting for 2017. Director Stevens then responded to Councilmembers' questions, and commented that the City has not previously had forecasting model prepared.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve the FCS Group Scope of Service for Task 1 – Strategic Financial Plan. On vote the motion carried (6-0-0-1).

20th Street SE Snohomish County Properties Transfer: Director Monken distributed the staff report and said that these properties were acquired by the County for the 20th Street SE Phase I and II project and were part of the right-of-way purchase process for the planned road improvements. Following annexation some of these properties were to be transferred over to the City, and the remaining parcels were going to be sold to the City by the County. Since the properties were purchased with road dollars the City asked that the County transfer these properties to the City so that the value of these parcels could be reinvested into the 20th Street SE project. Director Monken added that the deeds also need to be executed by the Snohomish County Council, and that this would likely take place in August or September.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Low, to authorize the Mayor to sign deeds for the transfer of land parcels from Snohomish County as part of the 20th Street SE Right-of-Way acquisition. On vote the motion carried (6-0-0-1).

Authorize Standup Paddleboard Concession at Lundeen Park: Economic Development Coordinator Jeanie Ashe distributed a staff report and said that Council is being asked to authorize the Standup Paddleboard Concession at Lundeen Park. The applicant has diligently worked to meet all of the City requirements, and that the Concessionaire, Paddle Broz, LLC, is fast tracking its application process. If approved, it is anticipated the concession could be open Father's Day weekend, with the goal of operating seven days a week; after Labor Day they would be open on weekends only until October 31, 2016. Ms. Ashe said she has met with the company several times and she is very impressed with their attention to detail and also to customer service. Ms. Ashe then introduced Angela Albriktsen.

Ms. Albriktsen said paddle boarding has been a great family experience for her family. She said after being approached by Ms. Ashe she has worked diligently over the last three weeks the form her company, and meet all of the contract requirements, including licensing and insurance. Ms. Albriktsen said that safety is a very important consideration and she has been working with a number entities, including the U.S. Coast Guard, to ensure that their business operations are safe for customers and their staff as well. She reviewed the various safety steps she is establishing for the company to follow to ensure everyone's wellbeing.

Councilmember Holder asked about rotation requirements of paddle boards around the lake. Director Wright responded the City will be installing signs showing the safe route for installation at Lundeen and North Cove Parks. The signs will apply to all boaters.

In response to a question from Councilmember Hilt, Ms. Ashe said this is a pilot program and that reports and feedback will be provided to Council.

Councilmember McDaniel expressed concern that there is limited parking at Lundeen Park and there was discussion as to whether Paddle Broz employees will use that parking or be requested to park elsewhere or carpool.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to authorize the Standup Paddleboard Concession Paddle Broz, LLC at Lundeen Park. On vote the motion carried (6-0-0-1).

Executive Session: None.

Study Session: None.

Adjourn:

Moved by Councilmember Hilt, seconded by Councilmember Welch, to adjourn the meeting at 8:10 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda
Date: June 28, 2016 _____

Subject: Marine Patrol Boat Replacement

Contact Ralph Krusey
Person/Department: _____

Budget Impact: \$55,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Staff recommends City Council approve the purchase of a 20' North River Seahawk Patrol Boat to replace the aging fiberglass Wahoo.

SUMMARY/BACKGROUND:

The Wahoo is over twenty years old and in need of major renovation. The replacement boat is all aluminum and is projected to last at least thirty years. \$32,000 has been set aside for the replacement of the boat. An additional \$23,000 approval would be needed to fund the new boat for 2016.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$55,000 total budget amendment. \$32,000 is already set aside for this purpose. An additional \$23,000 approval would be necessary.

ATTACHMENTS:

- ▶ Exhibit A: Request Purchase Memo

MEMORANDUM



CITY OF LAKE STEVENS
LAKE STEVENS POLICE DEPARTMENT
2211 Grade Road, Lake Stevens, Washington 98258
Phone: 425.334.9537 • Fax: 425.334.9842

Date: June 14, 2016,
To: Mayor John Spencer and Lake Stevens City Council
From: Ralph Krusey, Interim Public Safety Director
Subject: Request to purchase a new patrol boat

Message:

The Lake Stevens Police Department is requesting \$55,000 for the Marine Patrol to replace the aging Wahoo Marine Patrol Boat with a new watercraft. The Wahoo has been in service for 20 years. It is fiberglass construction and is to the point that to keep it water worthy it would need a complete makeover. The makeover would leave us with a vessel that would require significant annual maintenance to keep it in water worthy condition. The department has researched numerous vessels as a replacement option. The vessel the department is recommending to be purchased is the North River "Seahawk" from Almar Aluminum Boats. It is anticipated that the new boat will last a minimum of 30 years. The Seahawk has the added features that we were looking for. All three boats are aluminum. They all have hulls that are 5 MM aluminum. The Seahawk is rated as a commercial vessel and the Duckworth is rated as recreational. The Seahawk has a 2 year warranty the other have a 1 year warranty. The Seahawk has included in the price a tow reel, davit / lift, engine guard and deck lights the other two do not. The Seahawk has a full canvas cover the others have partial covers. The Seahawk has dual batteries the others have 1 battery. The fuel capacity on the Seahawk is 50 gallons the other 2 are 65 gallons.

The Seahawk is designed and fabricated to be a patrol boat. The Duckworth is modified from a recreation boat to serve as a patrol boat.

Three bids were received and the Seahawk was the lowest bid. Therefore the department is requesting approval and a budget amendment to purchase a North River "Seahawk" patrol boat.

Currently in the Marine Budget there is \$32,000 for boat replacement. We are requesting an additional \$23,000 to move forward with the purchase of the vessel.

Respectfully,

Ralph Krusey, Interim Public Safety Director

City of Lake Stevens

Procurement Policies & Procedures

Purchase Quotation Sheet



Purchases of \$500 or more
require three (3) quotations
which will become a part of the
purchase request.

PURCHASE QUOTATION SHEET

Firm	Almar Aluminum	Firm	Pacific Boatland	Firm	Cabela's
	North River Seahawk		Duckworth 200 Pacific Navigator		Duckworth
Phone #	541 673- 2438	Phone #	360 573- 0652	Phone #	360 474- 4880
Contact name	Jordon Allen	Contact name	Jason	Contact name	sales
Date	6-3-16	Date	7-7-16	Date	6-8-16

Description	Quantity Unit Req'd	Unit Quote	Total Quote	Unit Quote	Total Quote	Unit Quote	Total Quote
Patrol Boat	1	54,576.65	54,576.65	64,244.91	64,244.91	72,387.72	72,387.72
Payment w/in 10 days		(693.27)	(693.27)				
		53,883.38	53,883.38				
ESTIMATED FREIGHT CHARGES							
Sub-Total							
Sale Tax		Inc.		Inc.		Inc.	
Signature of Person Receiving Quote		TOTAL	54,576.65		64,244.91		72,387.72

	North River	Pacific Boatland	Cabela's
Quoted Price	\$ 46,218.20	\$ 59,244.91	\$ 67,387.72
Pay within 10 Days	\$ (693.27)	\$ -	\$ -
WA State Tax (8.9%)	\$ 4,051.72	Included	Included
Emergency Equipment (est)	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Patrol Equipment (est)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Total	\$ 54,576.65	\$ 64,244.91	\$ 72,387.72

Benefits			
Davit / Lift	Manual	No	No
Construction	Commercial	Recreational	Recreational
Warranty	2 Year	1 Year	1 Year
Tow Reel	Yes	No	No
Engine Guard	Yes	No	No
Canvas Cover	Full	Partial	Partial
Swim Platform / Ladder	Yes	Yes	Yes
VHF Radio / Sonar System	No	Yes	Yes
Fuel Tank Capacity	50 gallon	65 gallon	65 gallon
Battery System	Double	Single	Single
Deck / Flood Lights	Aft	None	None
Washdown Pump	No	No	Yes





1750 Green Siding Road, ROSEBURG, OR 97470
(541) 673-2438 / Fax (541) 673-3073 (Roseburg)

www.northriverboats.com

PROPOSAL / CONTRACT

ORDER NUMBER:

ORDER DATE: 6/3/2016

CUSTOMER NO:

SALESPERSON: Jordan Allen

JOB #

BUYER: Lake Stevens PD

2211 Grade Road
Lake Stevens, WA 98258

SHIP TO:

PHONE: 425-334-9537

FAX:

Contact: Jim Barnes

phone: 425-512-7466

NORTH RIVER BOATS, an Oregon LLC Corporation hereby agrees to sell, and BUYER hereby agrees to purchase, the vessel described more particularly below (the "Vessel"), subject to the terms and conditions on and attached to this Agreement:

OPTIONS	Description	Serial Number's	Unit Cost	Total
BOAT MODEL				
MODEL	2016 Almar by North River "Seahawk Patrol" Outboard	0	Base Price:	
	CENTER LENGTH: 20'			
	DEADRISE: 14° & 28°			
	CHINE BEAM: 78"			
	BEAM: 8'			
	FUEL CAPACITY: 50 gallons			
	SIDE HEIGHT 30"			
	Transom Height 25"			
TRAILER	2016 EZ Loader TEZB 4700# Carrying capacity, Tandem axle galvanized trailer: Surge, disc, brakes on both axles, LED light pkg, folding tongue jack, slick bunk material and chine load guides	TBA		
TRAILER OPTIONS				
	Spare tire and carrier			
ENGINES				
MOTOR		MSRP		
MOTOR	2016 Yamaha F150XB	MSRP	\$12,490.00	
MOTOR		MSRP		
JET / OUTDRIVE		MSRP		
JET / OUTDRIVE		MSRP		
ENGINE				
	Yamaha Outboard engine rigging and installation: (binnacle mounted 704 shift, throttle control, main engine wiring harness, single engine key switch w/ safety lanyard, Command Link multifunction tachometer and misc. hardware.			
	Stainless Propeller (3-blade, standard rotation)			
STEERING AND FUEL				
1	Yamaha Water Fuel Separator w/ low point drain			
	Single Ram Hydraulic Steering with Stainless Wheel			
	50 Gallon fuel tank w/ (2) two pickups, and EPA compliant fill & venting. 12v WEMA Sending unit w/ analogue fuel gauge @ dash. Tank to be mounted on isolated brackets and on Dense "Tank Rubber" mounts at sides and each end) A soft patch will be located per ABYC over sending unit and fill plate. (ABYC recommended inspection deck plates allow for daily / service inspections over fuel tank vent and sending unit)			

WELDED		City Council Regular Meeting Agenda 6-28-16	
	Hull Materials List:	Page 35	
	Transom and side thickness: (.190") transom and sides		
	Offshore Bracket: Single engine Offshore bracket for 25" Outboard motor.		
	Delete: welded trolling motor bracket		
	Add: Ladder, 2-step, welded ladder. Hinges over to store on swimdeck - STARBOARD side		
	OB Engine / Crash Guard: 2" Welded pipe frame engine crash guard WITH fairleads. Removable from swimdeck		
	with welded sockets & SS bolts. make as close to motor as possible		
	without hitting when tilted up and turning.		
	Radar Arch - Arch will incorporate: navigation lights, customer installed electronics, port & stbd deck lights.		
	Fuel fill pocket mounted exterior on transom face, stbd side..		
	Welded 8" cleats on aft transom face one port, one stbd, welded vertically in position.		
	Zinc bracket		
	transducer bracket		
	reverse chine and lifting / turning strakes		
	Rear cowling storage boxes w/ hinged lids		
	Bow rails (welded aluminum)		
	Stem rails (welded aluminum) 42" long from transom forward		
	Extra large under bow storage w/ locking door		
	AFT Tow Bitt w/ Rope reel: (Fixed) 3" Schedule 80 tow post with single, stainless cross pin. Rope reel to be sized to hold a maximum of 200' of towline. (tow line to be provided by customer)		
	Davit: (Manual / Removable) 2" schedule 40 aluminum davit w/ 2 welded eyes and small, hanging block.		
	full length, welded side trays		

	Welded, walk-through windshield		Page 36
	Starboard side helm		
	Easy care MDO (7 ply) floors w/ marine grade vinyl		
	Large, locking glove box		
	cup holders (Qty. 2) near forward seats.		
UPHOLSTERY AND CANVAS			
	HO Bostrom suspension seats for forward seating		
	Aft storage bench seats (30" bench w/ 33" lids) w/ hinged (cushioned) lids aft of forward seats		
	Canvas Top (6 bend frame) w/ side curtains, back drop and storage boot		
	Stern Cover ("slant back") to totally enclose cockpit when boat is moored		
OUTFITTING - RIGGING			
	stainless fasteners throughout boat		
	stainless bow eye and welded transom eyes		
1	Install aluminum anode on welded bracket.		

	12v Electrical panel and ALL 12v wiring systems for Tow Vessel	Page 37	
	USCG approved Navigation / Lighting package (LED Light package): LED navigation and anchor lights LED - Anchor light to be mounted on aft section of radar / electronics arch, switched at dash		
	12v power points (Qty. 2) 1-port side dash bulkhead and 1-starboard side dash bulkhead		
	Horn: Flushmounted horn w/ momentary switch (labeled) at dash panel		
	BILGE PUMP(s): (Qty. 1) 2000 gpm bilge pumps with 3-way switches (labeled) at console panel		
	windshield wipers (Qty. 2) 12v wipers w/ auto park feature		
	Batteries: (Qty. 2) Group 24 batteries w/ selector switch		
	Deck / Flood light: Rigid industries "dualy" LED deck light installed / centered facing aft on radar arch		
	ELECTRONICS INSTALLATIONS		
	Customer to install own electronics package w/ local vendor		
	TUBE / FENDER		
	PAINT		
	NO Side paint for this boat		
	Matson floor grip on foredeck and gunwales		

MISC. OPTIONS

Page 38

North River Transom tie down straps

Sea Trials / PDI & Final cleaning

Customer to pick boat up in Roseburg, OR

PAINT

COLOR

CODE

INTERIOR

EXTERIOR TOP

EXTERIOR TOP SIDE

EXTERIOR BOTTOM SIDE

NON SKID SURFACES:

Matson Floor grip

Boat & Options

Total

\$ 42,280.00

PIN STRIPE

(\$6,553.40)

TOP

Boat & Options

Total

\$ 35,726.60

BOTTOM

SINGLE

Total w/ Discounts \$ 35,726.60

CANVAS:

Engine(s) & Jet(s) \$12,490.00

Note: This proposal may be withdrawn by North River Boats Inc. if not accepted within _____ days.

Commercial Discount (\$1,998.40)

= \$ 10,491.60

Freight

0

Sales Tax

Total \$ 46,218.20

Deposit

Balance Due \$ 46,218.20

Authorized Signature: _____

TAX 8.9% 4,113.42

\$ 50,331.62

EMER. EQUIPMENT 4,000.00

PATROL EQUIPMENT 1,000.00

\$ 55,331.62

1.5% DISCOUNT
IF PAID WITHIN
10 DAYS OF
COMPLETION
- \$693.27

Delivery Arrangements:

___ Buyer Pick-up ___ Barge arranged by: ___ Tow arranged by: _____
(NR or Buyer) (NR or Buyer)

Payment for Shipping: ___ Buyer pays shipping C.O.D. ___ Shipping in Purchase Price

In the below contract North River Boats, Inc. is referred to as North River/Almar.

Payment Terms:

Payment Terms - Government Purchase Order

The total Purchase Price shown above includes all applicable discounts, taxes, and other applicable charges. However, the Purchase Price does NOT include any Storage Fees (section 7 of this Agreement) or Change Order charges (section 5 of this Agreement) incurred after the Agreement Date. BUYER shall pay the Purchase Price and all such other amounts owed to North River/Almar as follows: **Checks payable to North River Boats Inc or Money wire transfer into North River Boats account.**

1.5% discount for payment in full within ten (10) calendar days after notification of Completion Date, no later than Net thirty (30) calendar days after notification of Completion Date.

Payment Schedule Summary. Payments are as per schedule below:

DESCRIPTION	DATE	PURPOSE	\$\$
1.5% discount for payment in full within ten (10) calendar days		Discount	
Due within ten (10) calendar days - no discount if not paid within 10 days		Final Payment	
		TOTAL	\$ -

Production will be undertaken in the Roseburg OR plant.

Additional Payments. Any additional Shipping Fees, Storage Fees (as discussed in section 7), Change Order charges, time and materials charges related to BUYER-supplied equipment (as discussed in section 4), or other costs incurred after Final Payment is due upon invoice by North River/Almar or upon delivery of the Vessel, whichever first occurs.

BUYER shall not remit payments by U.S. mail, but will remit all payments on or before the date due by check delivered:

___ Through a North River/Almar account FedEx® shipping packet that North River/Almar shall provide;

___ By wiring the payments to a North River/Almar bank account;

(North River/Almar to provide necessary information)

___ In person at North River/Almar's office / Location: o Roseburg, OR

Other Payment Terms:

BY SIGNING BELOW, THE PARTIES AGREE TO AND ACCEPT ALL OF THE TERMS, CONDITIONS AND SCHEDULES CONTAINED IN THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE ATTACHED ADDITIONAL TERMS AND CONDITIONS TO VESSEL PURCHASE AND SALE AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

BUYER:

Signature

DATE:

1. Estimated Production Start Date. North River/Almar will not compute and issue the estimated Production Start Date until North River/Almar receives the Deposit. After North River/Almar receives the Deposit, North River/Almar will provide BUYER written confirmation of the estimated Production Start Date.
2. Completion Date. The estimated Completion Date is approximately One Hundred Eighty (180) calendar days after the Production Start Date. Any Deposit received more than 5 business days after the Parties sign this Agreement may change the Production Start Date (as defined in section 1 of this Agreement) and the Date of Completion. North River/Almar will provide Buyer written confirmation of the Estimated Completion Date.
3. Vessel Documentation. North River/Almar will issue a Manufacturer's Statement of Origin and Bill of Sale (including all serial numbers for the Vessel and any trailer purchased with the Vessel) only after North River/Almar has received the Final Payment and any other amounts owed as of the date of the documentation.
4. BUYER-Supplied Equipment. North River/Almar reserves the right to accept or reject any BUYER-supplied equipment. If North River/Almar accepts BUYER-supplied equipment, the BUYER must deliver all such equipment to North River/Almar prior to the Production Start Date. If it is necessary to delay production of the Vessel because BUYER-supplied equipment is missing or incorrect, the BUYER will be charged \$250.00 per day until the proper equipment is delivered to North River/Almar. BUYER supplied equipment will be installed on a time and materials basis, rather than as a part of the purchase price quoted on the contract, including any additional items North River/Almar deems necessary to complete the installation. All BUYER supplied equipment must be new, in the box and of current model year. North River/Almar will not accept any previously used BUYER-supplied equipment. North River/Almar does not warranty any BUYER supplied equipment.
5. Change Orders. Any changes to this Agreement made after the Agreement Date is a Change Order. A Change Order shall not be effective unless made in writing and accepted by North River/Almar. North River/Almar must have received and approved all Change Order requests no less than two (2) weeks before the estimated Production Start Date. North River/Almar has the right to reject any Change Order request made after the two (2) week deadline before production, because such late Change Order may result in disruption of North River/Almar's production schedule for both the Vessel and other craft in the production process. The cost of any Change Order approved by North River/Almar shall increase the Purchase Price and shall be due on the Completion Date. Any Change Order approved by North River/Almar may change the estimated Date of Completion; North River/Almar shall provide Buyer a revised estimated Completion Date at the time North River/Almar approves a Change Order.
6. BUYER's Duty to Inspect and Notify. The BUYER shall inspect the Vessel delivered immediately after receiving the Vessel or upon picking up the Vessel from the Roseburg, OR or Tacoma, WA factory. The BUYER shall notify North River/Almar in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel. Failure to inspect the Vessel or notify North River/Almar in writing of any defects within two (2) business days of the BUYER picking up or receiving the Vessel shall constitute acceptance of the Vessel.
7. Storage Fees. Storage Fees shall be applied beginning seven (7) days after completion of Vessel using the following schedule: 1st month - \$200 / 2nd month - \$400 / 3rd and later months - \$600
8. Risk of Loss. Delivery of the Vessel shall be F.O.B. at North River/Almar's factory address in Roseburg, OR or Tacoma, WA (as stated in the ship to column of this contract). BUYER bears all risk of loss of the Vessel after delivery to BUYER, BUYER's carrier, or North River/Almar's carrier at North River/Almar's address. North River/Almar shall obtain a copy of the carrier's insurance binder before shipment commences.
9. DISCLAIMER OF WARRANTIES. WITH THE EXCEPTION OF NORTH RIVER/ALMAR'S LIMITED WARRANTY ATTACHED TO THIS AGREEMENT AND INCORPORATED BY THIS REFERENCE, NORTH RIVER/ALMAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, EITHER ORALLY OR BY WRITTEN AGREEMENT, TO THE BUYER, AND PARTICULARLY NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.
10. Limitation of Remedies. IN NO CASE SHALL NORTH RIVER/ALMAR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising from the purchase and use of the Vessel for claims of breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Vessel or any related equipment, cost of capital, cost of any substitute goods or equipment, facilities or services, down time, claims of third parties including BUYER's customers, and injury to persons or property.
11. Entire Agreement. This, along with the Proposal/Contract into which these Additional Terms and Conditions are incorporated, is the entire Agreement of the Parties with respect to the Vessel and supersedes all prior written or oral agreements or understandings. This Agreement may be modified only in writing signed by both Parties. No North River/Almar employee, officer, director, or any other entity is authorized to make any warranty, representations, or other claims that are not contained in this Agreement.
12. Oregon Law Governs. This Agreement shall be construed according to the laws of the State of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue will be in the Federal or State courts in Douglas County, Oregon and each of the parties consents to the jurisdiction of such court (and if appropriate of the appropriate appellate court).
13. Attorneys Fees. In the event of litigation between the Parties, declaratory or otherwise, in connection with or arising out of this Agreement, the prevailing party shall recover from the non-prevailing party all actual litigation costs, damages as provided herein (except that if BUYER shall obtain specific performance, BUYER shall be deemed to have waived any claim for damages) and actual expenses, including attorneys' fees and charges, paralegals' fees and charges and other professional or consultants' fees and charges expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

Q U O T A T I O N

PACIFIC BOATLAND
11704 NE HWY 99
VANCOUVER, WA 98686
Phone #: (360)573-0621
Fax #: (360)573-0652

PHONE #:
CELL #: (425)876-0566
ALT. #:
P.O. #:
TERMS: Cash
SALES TYPE: Quote

DATE: 6/7/2016
ORDER #: 84476
CUSTOMER #: 15036
CP: Jason
LOCATION: 1
STATUS: Active

BILL TO 15036

LAKE STEVENS POLICE DEPARTMENT

SHIP TO

LAKE STEVENS

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
RMG	200 PAC NAVIGATOR	Duckworth 200 Pacific Navigator	1	\$50,950.00	\$50,950.00	\$50,950.00
		*****EQUIPMENT*****				
		Yamaha F150XB				
		EZ Loader galvanized trailer w/ swing tongue				
LNS	LOW-00012421001	ELITE-5 TOUCH HDI XDCR	1	\$549.00	\$549.00	\$549.00
LNS	COB-MRF45D	RADIO-FIX VHF CLASS D DSC WHT	1	\$109.99	\$109.99	\$109.99
USD	SHA5101	VHF ANTENNA 8' CENT W/GRND 6dB	1	\$86.99	\$86.99	\$86.99
USD	SEA329300-1	ANTENNA BASE ADJUSTABLE ZINC	1	\$39.99	\$39.99	\$39.99
****	MISC	Samson tower for light bar ESTIMATED	1	\$1,999.00	\$1,999.00	\$1,999.00
****	LABOR	RADIO / FF INSTALLATIONS	5	\$110.00	\$110.00	\$550.00
****	LF	Licensing Fee ESTIMATED	1	\$400.00	\$400.00	\$400.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL: \$54,684.97
TAX: \$4,559.94
ORDER TOTAL: \$59,244.91

EMER EQUIP 4,000
PATROL EQUIP 1,000
\$64,244.91

Authorized By: _____

Cabela's.WHOLESALE, INC.

9810 Quil Ceda Blvd.
Tulalip, WA 98271
Phone 360.474.4880

City of Lake Stevens
City Council Regular Meeting Agenda 6-28-16
Page 42

BUYER(S) LAKE STEVENS PD		HOME PHONE 425 512-7466		BUSINESS PHONE		DATE SOLD 6/8/16											
ADDRESS 2211 GRANDE RD		CITY LAKE STEVENS		COUNTY		STATE WA ZIP											
SALESPERSON		PROPOSED DELIVERY DATE		DELIVERY INSTRUCTIONS STOCK BOAT		HOURS OF USE											
HULL MATERIAL(S) ALUMINUM		COLOR WHITE		DECK		H.I.N.											
MANF. BOAT/TRACTOR/ATV/UTV DUCKWORTH		YEAR 2016		MODEL & SIZE		SERIAL NO.											
MOTOR YAMAHA		YEAR 200X13		MODEL & SIZE → 2016 NEW		SERIAL NO.											
TRAILER EB-LOADER		YEAR 2016		MODEL & SIZE TOEM102 21-2452		V.I.N.											
						<input type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED \$											
						<input type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED \$											
						<input type="checkbox"/> NEW <input type="checkbox"/> DEMO <input type="checkbox"/> USED \$											
OPTIONAL EQUIPMENT AND ACCESSORIES				TOTAL PURCHASE ABOVE \$59,995 -													
LIGHT BAR Tower VHF RADIO HOOK 3 fishfinder WELDED STERN RAILS w/ DR BRACKETS 3 STEP LADDER KICKER BRACKET COMMAND LINK SPEED/TAIL 5 PIECE WINDSHIELD FULL CANVAS TOP MARINER SUSPENSION SEATS 37' BENCH SEATS w/ INSOLTS ELECTRIC TRIM TABS WASH DOWN PUMP				\$ 1995 - OPTIONAL EQUIPMENT (From Below) CABELAS DISCOUNT (Special Credits) SUB-TOTAL \$59,942.68 SALES TAX (if Applicable) RETAILER RIGGING/PREP FREIGHT STAINLESS PROP (REQUIRED) CASH SALE PRICE \$61,292.68 LESS TRADE-IN ALLOWANCE SUB-TOTAL \$ <table border="1"> <thead> <tr> <th>Dates</th> <th>Down Payments</th> </tr> </thead> <tbody> <tr><td>\$</td><td></td></tr> <tr><td>\$</td><td></td></tr> <tr><td>\$</td><td></td></tr> <tr><td>\$</td><td></td></tr> </tbody> </table> LESS TOTAL DOWN PAYMENTS \$ NET SALE \$ TAX (if NOT included Above) 8.9% \$ 5455.04 TITLE (Registration) Office Fees 7 - \$ 500 - Trailer fee \$ 65 - Doc fee \$ 75 - UNPAID BALANCE \$67,387.72				Dates	Down Payments	\$		\$		\$		\$	
Dates	Down Payments																
\$																	
\$																	
\$																	
\$																	
OPTIONAL EQUIPMENT CARRIED FORWARD \$																	

☐ WHEN THIS BOX IS CHECKED, BUYER(S) UNDERSTAND THAT THE UNIT BUYER(S) IS/ARE BUYING FROM DEALER DESCRIBED ABOVE IS BEING SOLD TO BUYER(S) "AS IS" AND BUYER(S) ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT BUYER(S) DID USE BUYER(S) OWN JUDGEMENT AND INSPECTION.

REMARKS:

DESCRIPTION OF TRADE-IN			
Boat/Tractor Manufacturer	Year	Size	H.I.N./Serial No.
			\$
Motor Manufacturer	Year	H.P.	Serial No.
			\$
Trailer Manufacturer	Year	Size	V.I.N.

NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 28 June 2016
Date: _____

Subject: Visitor Information Center – Building Mounted and Site Monument Signs

Contact	Mick Monken	Budget	\$37,044.63
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the design and budget of the proposed Visitor Information Center mounted sign and site monument sign in the amount of \$22,044,63, authorize a contingency of \$12,000 for electrical work and fence realignment, and authorize a \$3,000 contingency.

SUMMARY/BACKGROUND: Staff is proposing a wall mounted sign and a site monument for the new Visitor Information Center (VIC). These are shown in Exhibits A and B of this report. The attached sign will be posted on the exterior of the facility clearly indicating the new Visitor Information Center and Chamber of Commerce facility. This sign is expected to be best view from the parking lot but will also be visible from Lundeen Parkway.

The monument sign will be mounted north of the VIC and will provide a dynamic and customizable display sign. The intent is that this can be used to provide up to date information to the public on upcoming events. Modification to the existing cyclone fence line will be made to provide an unobstructed view from Lundeen Parkway in both east and west directions.

The cost for the two signs is \$949.61 for the wall mount sign and \$21,095.02 for the monument sign. The fence work and underground electrical supply is estimated at \$12,000 or under. The \$3,000 contingency is to cover unexpected costs that due to unknown conditions.

If approved at this meeting, efforts will be made to have this custom sign manufactured and mounted on the facility by the dedication. However the company cannot make a firm commitment due to other orders pending. This is a budgeted item.

BUDGET IMPACT: The \$37,044.63 under the Visitor Information Center \$60,000 budget.

ATTACHMENTS:

- ▶ Exhibit A: Visitor Information Sign Design layout
- ▶ Exhibit B: Visitor Information Sign Monument Sign layout

EXHIBIT A



EXHIBIT B



MONUMENT SIGN

Fabricate and install a new D/F monument sign.

Top sign is .125 Aluminum routed face. Painted grey to match building. The "Info" symbol is a square cutout with translucent white acrylic backing with translucent blue vinyl.

Lower sign area is .125 Aluminum routed face painted blue. Backed with white polycarbonate for the lettering. Sign also includes a Monochrome LED display to be Watchfire 19mm amber with remote access and ignite software. Size to be 1' - 5" x 5' - 3" with viewing area 1' x 5'.

Bottom sign section to have cultured stone

EXHIBIT C



PROJECT AGREEMENT

April 20, 2016

Amanda Wells
City of Lake Stevens / Public Works
1812 Main St.
Lake Stevens, WA 98258
Tel: 425-377-3231
E-mail: awells@lakestevenswa.gov

Project: Visitor Information Center Monument Sign

Signs Plus hereby proposes to furnish the materials and perform the labor necessary for the completion of the signage below:

1. Fabricate and install one (1) new double sided 6' tall x 6'3" wide monument sign that has a 19MM Monochrome Watchfire message sign that is 1'5" tall x 5'3" long, 1' x 5' viewing area, capable to do 2 lines of 5" tall characters. Message sign to have 5 year warranty and comes with ignite software. Sign to communicate by wireless. The white letters and "I" logo to be routed out and backed up plex. Lettering and logo to be internally lit by LED's. Sign to have Cultured Stone base. Sign to be installed to concrete foundation and hooked to customer supplied electrical service. Signsplus will download message sign software on to customers supplied computer and show how to set up messages and run them.
 - Price: \$19,371.00 + Tax & Permitting
- 2: Fab & install one (1) new single faced 46 1/2" tall x 94" x 1/8" thick diabond sign. Sign to be installed flat to building wall.
 - Price: \$487.00 + Tax & Permitting

Customer Initials: _____ Date: _____ Salesman Initials: _____ Date: _____

Your sales representative is: Ken Dennis | C: 360.393.1265 | ken@signsplusnw.com





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 28 June 2016

Subject: 36th Street NE Bridge Emergency Repairs - Geotechnical Services

Contact	Mick Monken	Budget	\$10,200.00
Person/Department:	Public Works	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Service Agreement with Robinson Noble Inc. to provide Geotechnical services for the emergency repair work on the 36th Street NE Bridge in an amount not to exceed \$10,200.00.

SUMMARY/BACKGROUND: In late May 2016, TetraTech performed inspections on the 36th Street NE Bridge to determine load rating and scouring. During the scouring inspection it was found that some of the support column foundations were undercut and considered to not be providing the necessary support along the outside portion of the bridge. The City received notification of this finding from TetraTech on the morning of the 27th May 2016 with their recommendation to implement immediate temporary repairs or to limit traffic loads to a single lane along the center portion of the bridge. The City implemented the single lane recommendation which was completed within hours after the initial notification.

Currently staff is preparing the design plan in-house for the repairs and will be submitting an application to the State for a Hydraulic Permit from the Department of Fish and Wildlife. The plan is to repair one of the existing support piles and to install one additional pile. The work will be performed by Marshbank Construction, who is currently under a Time and Material Emergency contract. To complete the design and to perform the work will require the services of a Geotechnical Engineer. Robinson Noble was selected as they performed the initial services for the 36th Street NE bridge and are familiar with the area and also are providing the services for the Grade Road Embankment project.

The expectations are that the repair work will be performed this summer with the bridge being fully reopened by the end of this summer/early fall.

BUDGET IMPACT: \$10,200 included in budget amendment on 28 June 2016

ATTACHMENTS:

- Attachment A: Professional Service Agreement – Robinson Noble Inc. Geotechnical Services

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND ROBINSON NOBLE INC. FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Robinson Noble, Inc., a Washington Corporation, ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding performance of geotechnical services for emergency repairs for the 36th Street NE Bridge 563 as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on the day of the issuance of the Notice to Proceed and shall terminate at midnight, 31 December 2016. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

X No employees supplying work have ever been retired from a Washington state retirement system.

 Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant’s failure to produce public

records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. Insurance Term.

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. No Limitation.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage;

\$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best A:VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset

against funds due the Consultant from the City.

k. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor,

assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit NA:

None _____

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$10,200.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

Robinson Noble, Inc.
Attn: Chuck Couvrette
17625 130th Ave NE, Suite 102
Woodinville, WA 98072

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2016.

CITY OF LAKE STEVENS

Robinson Noble Inc.

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

Exhibit A

Scope of Services

Project Description

The existing bridge is supported on a large timber grade beam. Columns extend from this grade beam to a header/joist that spans across the headwall of the bridge. A concrete ribbed deck is supported on the joist and spans across the creek. The creek turns from mainly a west-east flow direction to a north-south direction on the north side of the bridge. Because of this abrupt turn, the north corner of the east abutment is being undermined and the City wishes to underpin this abutment in at least a temporary fashion.

We discussed various design options and alternative fixes. Since this is considered a temporary fix, you wish to keep design costs to a minimum. Our experience in this reach of the creek area is that the underlying sediments consist of a reasonably dense sand and gravel with cobbles. Soft soils could exist in the area, but the bridge does not show signs of significant settlement that would indicate soft soils at depth. We therefore have suggested that the temporary fix be designed without an extensive geotechnical exploration program. Due to the cobbles and gravels present in the stream we do not expect to complete explorations of any significance for this study. The main thrust of our study will be input into scour control. We anticipate that this will be completed by placing woody debris or root wads in and/or near the channel. We anticipate that you will take the lead on that with our input.

The current plan is to excavate under the existing timber foundation sill, most likely using a vactor truck and pouring a concrete footing under the sill. The exact dimensions of the excavation will be determined in the field.

Scope of Work

The scope of services to be provided by Robinson Noble, Inc. for this project will be to complete the following:

Complete a site visit to document the site surficial conditions and bridge framing.

Review the planned repair and expected loads and provide a suitable foundation size and bearing capacity.

Attend a meeting with City Personnel to discuss our findings and direction for design.

Provide a design letter.

Service Fee

A breakdown of our estimate for the above services is as follows:

Field visit and geotechnical letter, including meeting	\$3,800
Scour review and recommendations, including meeting	\$3,200
Construction consultation and monitoring	\$3,200
Total	\$10,200

The above estimate does not provide drafting root wad and other scour protection sheets. We can provide that if needed.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 3/15/16
Date: _____

Subject: Authorize Mayor to Sign Contract with Prothman Company for the City Administrator Search and approve the Salary Range of \$146,042.63 - \$160,000.00

Contact	Mary Swenson, Executive	Budget	\$19,500
Person/Department:	_____	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize Mayor to sign the contract with Prothman Company for the City Administrator search and approve the salary range of \$146,042.63 to \$160,000.00

SUMMARY/BACKGROUND:

The City is embarking on the search for its new City Administrator and the Mayor is recommending the use of the Prothman Company to conduct the search.

In reviewing the salary for the position it is recommended that the salary range be adjusted to \$146,042.63 to \$160,000.00. The current salary range is \$136,558.80 to \$152,939.80. A salary survey for this position is attached.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

The cost of the search is \$19,500 and has been included in the most recent budget amendment.

ATTACHMENTS:

- ▶ Exhibit A: Prothman Contract
- ▶ Exhibit B: City Administrator Salary Survey

June 16, 2016

Mr. John Spencer
Mayor
City of Lake Stevens
1812 Main St.
P.O. Box 257
Lake Stevens, WA 98258

Dear Mayor Spencer:

Thank you for your confidence in Prothman to assist the City of Lake Stevens in the recruitment of its next City Administrator. The following represents a scope of work for this search and associated professional fees and expenses.

SCOPE OF SERVICES

Project Review

The first step will be to review the following topics:

- ◆ Review the scope of work and project schedule
- ◆ Identify the geographic scope of the search (local, regional or national)
- ◆ Review the compensation package and decide if a salary survey is needed
- ◆ Identify key stakeholders

Information Gathering and Research

Our goal is to thoroughly understand the values and culture of the City of Lake Stevens, as well as the preferred qualifications you desire in your next City Administrator. We will travel to Lake Stevens and:

- ◆ Meet with the Mayor and other stakeholders as directed
- ◆ Review all documents related to the position

Position Profile Development

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience and education required
 - Ideal personality traits and work habits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
 - Overview of the region
 - Description of the environment and quality of life details
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Recruitment and Advertising Strategy

We recognize that often the best candidates are not actively looking for a new position - this is the person we want to reach and recruit. We have an aggressive recruitment strategy which involves the following:

- ♦ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ♦ **Direct Mail Recruitment Brochures** sent directly to hundreds of highly qualified administrators/managers who are not actively searching.
- ♦ **Direct Contact Calls** placed to administrators/managers.
- ♦ **Posting the Position Profile on the Prothman website**, which receives thousands of hits per month.

Candidate Screening

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 4 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental questions (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.
- 3) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 4) **Work Session:** We will prepare a detailed summary report which includes each candidate's application materials and the results of the personal interviews and publication search. We will travel to Lake Stevens and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 4 to 6 candidates to invite to the final interviews.

Final Interview Process

- ♦ **Design of the Final Interviews**
The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate. Elements of the design process include:
 - **Deciding on the Structure of the Interviews**
We will tailor the interview process to fit your needs. It may involve using various interview panels, an evening reception or just one-on-one interviews with the decision makers.
 - **Deciding on Candidate Travel Expenses**
We will help you identify which expenses your organization wishes to cover.

- **Identifying Interview Panel Participants & Panel Facilitators**
We will work with you to identify the participants of different interview panels to ensure that all stakeholders identified have been represented.
- ♦ **Background Checks**
Prior to the final interviews, we will conduct a background check on each of the finalist candidates. Background checks include the following:
 - **References**
We conduct 4-6 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
We contract with Sterling for all driving record, education verification, criminal history, and sex offender checks.
- ♦ **Candidate Travel Coordination**
For those candidates who will be traveling to the final interviews, we work with the candidates to organize the most cost effective travel arrangements.
- ♦ **Final Interview Binders**
We will provide Final Interview Binders. They are the tool that keeps the final interview process organized and ensures that all interviewers are “on the same page” when it comes to evaluating each candidate.
- ♦ **Final Interviews with Candidates**
We travel to Lake Stevens and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one hour interview sessions, with an hour break for lunch.
- ♦ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ♦ **Candidate Evaluation Session:** After the debrief we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ♦ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

Warranty

- ♦ **Repeat the Recruitment:** Should a top candidate not be chosen, we will repeat the recruitment with no additional professional fee. The only cost to you would be the cost for the expenses.

FEE, EXPENSES & GUARANTEE

Professional Fee

The fee for conducting a City Administrator recruitment with a one-year guarantee is \$19,500. The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Lake Stevens will be responsible for reimbursing expenses Prothman incurs on your behalf. Expense items include but are not limited to:

- ◆ Newspaper, trade journal, websites and other advertising
- ◆ Direct mail announcements
- ◆ Final Interview Binders & printing of materials
- ◆ Delivery expenses for Interview Binders
- ◆ Consultant travel: Mileage and travel time
- ◆ Background checks performed by Sterling
- ◆ Any client-required licenses, fees or taxes
- ◆ Candidate travel: Candidate travel expenses vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

A 3% charge will be added to all expenses which reflects our City of Issaquah and State B&O tax obligations. The Professional Fee is billed in three equal installments throughout the recruitment. Expenses are billed monthly.

ADDITIONAL CANDIDATE SELECTION

This contract provides that the client shall hire one (1) candidate from the applicant pool. Should the client wish to hire a second applicant identified by this search, there will be an additional fee. Prothman retains ownership of all application materials submitted by the applicants.

GUARANTEE

Our record of success in placing highly qualified candidates provides that Prothman will guarantee that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct a replacement search with no additional professional fee, the only cost would be the expenses; on the conditions that Prothman has conducted a full recruitment process and the position has been recruited at market rate salary.

CANCELLATION

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

Accepted by:

CITY OF LAKE STEVENS

John Spencer Date
Mayor

PROTHMAN



Greg Prothman 6/16/16
President Date

City of Lake Stevens
City Administrator Salary Survey

2015

City	Population	Local Title	0.025	Low	High
Bonney Lake	19,490	City Administrator		NS	NS
Camas	21,210	City Administrator		\$ 119,904.00	\$ 143,160.00
Des Moines	30,100	City Manager		\$ 135,648.00	\$ 164,868.00
Kenmore	21,500	City Manager		\$ 159,216.00	\$ 159,216.00
Maple Valley	24,230	City Manager		\$ 151,848.00	\$ 151,848.00
Mill Creek	19,760	City Manager		\$ 159,996.00	\$ 159,996.00
Mountlake Terrace	21,090	City Manager		\$ 141,756.00	\$ 141,756.00
Oak Harbor	22,000	City Administrator		\$ 145,272.00	\$ 145,272.00
Average:				\$ 144,805.71	\$ 152,302.29

2016

City	Population	Local Title	0.025	Low	High
Bonney Lake	19,490	City Administrator		\$ 129,360.00	\$ 160,188.00
Camas	21,210	City Administrator		\$ 122,901.60	\$ 146,739.00
Des Moines	30,100	City Manager		\$ 139,039.20	\$ 168,989.70
Kenmore	21,500	City Manager		\$ 163,196.40	\$ 163,196.40
Maple Valley	24,230	City Manager		\$ 155,644.20	\$ 155,644.20
Mill Creek	19,760	City Manager		\$ 163,995.90	\$ 163,995.90
Mountlake Terrace	21,090	City Manager		\$ 145,299.90	\$ 145,299.90
Oak Harbor	22,000	City Administrator		\$ 148,903.80	\$ 148,903.80
Average:				\$ 146,042.63	\$ 156,619.61

Lake Stevens Range: \$ 136,558.80 \$ 152,938.80

Recommended Range: \$146,042.63 \$160,000.00



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 3/15/156
Date: _____

Subject: Authorize Mayor to Sign Proposal from Distinctive Interior Designs for Space Planning

Contact	Mary Swenson, Executive	Budget	\$7,600
Person/Department:	_____	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize Mayor to sign the proposal from Distinctive Interior Designs for space planning for administrative personnel for lease office space.

SUMMARY/BACKGROUND:

The City is planning a move to leased office space and is in need of assistance with space planning.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

\$7,600

ATTACHMENTS:

- Exhibit A: Proposal from Distinctive Interior Designs



Kelly DuByne, CFM
Designer, Speaker, Consultant
425-238-3678
www.distinctiveinteriordesigns.net
distinctiveinteriordesigns@comcast.net

6/15/16:

Proposal for: The City of Lake Stevens

Scope of Project:

- Space planning, selecting furniture and layout design for new office space for the City

Services to be Rendered:

- Thorough walk-through of new space, to measure and photograph
- Interviewing of city departments and/or individuals within each department to understand office needs of each individual worker
- Furniture layout and design
- Presentation meetings as needed
- Furniture selection and bid(s) for furniture
- Overseeing final furniture installation and layout

Time Frame:

- Work would commence as soon as full access to building site is granted
- Completion of design work is 5-6 weeks, not including furniture delivery time and installation.
- Fee proposal is for scope of work listed above. Any furniture bids, or contractor needs are not included and would be priced separately. Any additional work requested outside of scope would be billed at \$150 per hour.

Proposal:

\$7600. Fifty percent due upfront as a retainer, 50% due upon completion.

Signature of acceptance

Date



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 28, 2016

Subject: Police Administrative Supervisor Reclassification

Contact Person/Department: Mary Swenson/Administration **Budget Impact:** \$0 for 2016

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the reclassification of the Police Administrative Supervisor to Police Administrative Manager with a salary range of \$6,151.96 - \$7,828.33 per month.

SUMMARY/BACKGROUND: During the 2014 salary survey of the non-union positions, the City had difficulty matching the classification of Police Administrative Supervisor with similar classifications in other comparable cities to Lake Stevens. Many comparable cities simply do not have an exact match, or have a similar classification that did not have all of the job duties contained in our position.

In 2014, the classification of Office Manager was identified as a potential similar classification, but was still considered a somewhat inadequate match.

After another review of the position over the last couple of months, it has been further determined that two major essential duties stand out in this classification; 1). Considerable, specialized records management, and 2). Considerable office administration, supervision of staff and executive support. These are essential duties also identified in the City Clerk classification.

We also reviewed a recently open position within the Snohomish County Sheriff's Office that was essential a similar position with a salary slightly under our recommended salary for the manager position.

Therefore, the City is recommending the reclassification of the Police Administrative Supervisor to Police Administrative Manager with a new salary range to match the classification of City Clerk.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: There will be no budget impact for 2016 due to open position in the Records Division.

ATTACHMENTS:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 28, 2016

Subject: Planning and Community Development Staff Changes

Contact Person/Department: Russ Wright,
Community Development Director

Budget Impact: \$36,000 - '16

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Authorize re-organization of Planning and Community Development per the attached organizational chart.
2. Authorize hiring of an additional Building Inspector.

BACKGROUND/HISTORY:

The CD Director and administration have reviewed the needs of the Planning and Community Development Department and are recommending the following changes to the departmental organization chart:

1. Administrative Assistant as budgeted was re-allocated to be an Assistant Planner to help process the extensive load of single-family permits, businesses licenses and to assist the Director with special projects;
2. Lead Planner will be reclassified to Senior Planner - the department will have two senior planners with one focusing on current planning and the other focusing on long range planning; and
3. Add a second Building Inspector to ensure continued timely inspections of residences and businesses under construction, process code enforcement and support the Building Official with basic plan reviews.

At present, the Building Inspector is doing an average of 30 inspections per day and administering code enforcement duties. Often, the Building Official is called out to assist with inspections, which delays plan review and policy administration. The department used contractors for a portion of the year to complete basic functions for plan review and inspection. This use of consultants is not sustainable, while adding an additional FTE would be more cost effective and ensure internal quality control. Based on analysis of other jurisdictions with similar populations, the Building Division is understaffed (**Exhibit A**).

The fiscal impact of the changes between reclassifying the administrative assistant / assistant planner is negligible as is the change between the lead planner and adding a second senior planner. Adding an additional Building Inspector will cost the city approximately \$98,000 per year with benefits. As stated earlier this is more cost effective than using consultants (approximately \$80,000 spent this year to date). The current revenue stream from building plan review and permit fees will pay for this position. Staff will continue to monitor department needs over the next few months to ensure staffing needs aligns with development requirements to maintain a predictable level of service.

This request has been taken before the Finance/HR Subcommittee and has received their recommended approval.

APPLICABLE CITY POLICIES: Title 3 Revenue and Finance

BUDGET IMPACT: Salaries and Benefits are offset by increased permit revenue.

EXHIBITS (attached):

Exhibit A - Memo and comparison table.

Exhibit B – Department Org Chart



Memorandum

Date: June 13, 2016
To: Russ Wright, Community Development Director
From: Mark Sniffen, Building Official
Subject: **Building Division Staffing Analysis**

Out of nine cities polled for building division staff levels the following average levels were found. The cities ranged from populations of 29,000 to 42,000 with the average of 35,000. No city had less than two permit technicians with an average just under three. The average number of Building Inspectors was two, Plans Examiners one, Code Enforcement Officers one and Building Officials one. See attached worksheet for specific examples.

Bothell with a population of 42,000 and one of the largest staffs issued 610 permits in 2015. At mid-year Lake Stevens has issued 490 building permits. New subdivisions under review will create approximately an additional 490 to 690 lots. At the same time, we are experiencing growth in the commercial sector including applications for new schools, retail complexes and potential industrial complexes. The projected workload will remain at the current level or increase over the next few years.

To ensure that we have adequate staff in place, I am requesting another full-time employee for residential inspections and plan review. It may also be worthwhile to evaluate the need for a dedicated plans examiner or code enforcement officer depending on continued volumes of work over the next several months.

Building Division Staffing Levels for Jurisdictions Between 30,000 - 42,000 Population										
City	Size	Permit Tech.*		Building Inspector		Code Enforcement		Plans Examiner		Building Official
Edmonds	41,000	2.25		2		1		2		1
Bothell	42,000	4		3		1		3		1
Lynnwood	36,000	4		2		1		1		1
Wenatchee	31,000	2		1		2		1		1
MT Vernon	34,000	2		0.5		1		0.5		1
Walla Walla	31,000	3		1				0.5		0.5
University Place	31,000	1		1		1		0.5		0.5
Issaquah	36,000	4		4		1		2		1
Des Moines	31,000	2		2				1		1
Average	34,778	2.69		1.83		0.89		1.28		1.00
Lake Stevens	30,000	2		0.5		0.5		0.5		0.5
Difference		-0.69		-1.33		-0.39		-0.78		-0.50
*Lake Stevens has one Permit Technician assigned to Building Division and one assigned to Planning Division										

Exhibit B

Community Development Department

Community Development
Director (1)

**2016 – Proposed
Amendment**

Senior Planner (2)

Associate Planner
(1)

Assistant Planner (1)

Permit Specialist
(1)

Building Official
(1)

Building Inspector Code
Enforcement (2)

Permit Specialist
(1)

Economic Development
Coordinator (1)

Parks & Recreation
Coordinator (1)



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 28, 2016

Subject: Senior Accountant Classification

Contact Person/Department: Mary Swenson/Administration **Budget Impact:** Est \$40,000 for 2016

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve the classification, salary range, job description, and addition of (1) Senior Accountant position.**

SUMMARY:

We are recommending adding (1) Senior Accountant position to the Finance Department with a salary range to match the internally comparable classification of Senior Planner. This request has been brought before the Finance/HR Subcommittee and has received a positive recommendation.

BACKGROUND:

Department Functions:

The Finance Division of the Finance/City Clerk Department provides financial management support services for all City departments, including budgeting, reporting, auditing, and treasury and cash management. Basic services provided include: Treasury cash control, grant assistance and review, cash receipting, payroll, accounts payable, accounts receivable, budget preparation and control, financial reporting, and auditing, inventory, and internal control auditing.

Background:

The limited resources of the Finance Department have been reviewed by the Finance Director, Mayor and City Administrator. The lack of staff resources is prohibiting the Department from adequately performing the required duties and satisfying the needs of city staff, as well as the Mayor and City Council.

With the 2017 budget cycle starting, the burden on the limited finance staff will only increase. The approval of the FCS Group consulting contract will give some relief with regard to forecasting and planning once completed, but does not lessen the need for additional staff for the daily operations.

As the attached jurisdictional comparison will show, the Finance Department of the City of Lake Stevens runs extremely lean. The department is running on the same number of staff positions as it did in 1997 when the City had a population of just 5,290 and 21 employees. With a population of 30,000 and approximately 80 employees, the Finance staffing levels have not kept up.

Salary Comparables:

Due to the competitive market, the nature of this position, and the population growth of the city, we are recommending setting a salary above the average of the comparable cities used during the 2015 salary survey. *The salary range is currently being reviewed by the HR Director and City Administrator and will be provided at the Council meeting.*

BUDGET IMPACT: Estimated salary & benefits \$110,000 annually.

ATTACHMENTS:

- ▶ Exhibit A: Comparison Table
- ▶ Exhibit B: Finance/City Clerk Department Org Chart
- ▶ Exhibit C: Senior Accountant Job Description

Exhibit A

Finance Staffing Levels for Jurisdictions Between 30,000 - 42,000 Population								
Finance Staffing Levels for Local Jurisdictions								
Finance Staffing Levels for 2015 Salary Survey Comparable Jurisdictions								
City	Size	Total Number of Positions	Finance Director	Assistant Director/ Accounting Manager/ Supervisor	Senior Accountant/ Senior Financial Analyst	Accountant/ Financial Analyst	Accounting Tech/ Assistant	Buyer/ Purchasing
Edmonds (W,S)	41,000	8	1	1	2	4	0	0
Bothell (W,S**)	42,000	8	1	1	2	4	0	0
Lynnwood (W,S,F)	36,000	11	1	2	2	2	3	1
Wenatchee (W,S)	31,000	5	1	1	0	0	3	0
MT Vernon (S,G)	34,000	7	1	1	0	2	3	0
Walla Walla (W,S,F,G)	31,000	12	1	0	3	2	6	0
University Place	31,000	4	1	1	1	1	0	0
Issaquah (W,S,F)	36,000	11	1	2	3	2	3	0
Des Moines	31,000	4	1	0	1	1	1	0
Monroe (S)	18,000	5	1	0	0	2	2	0
Mill Creek	20,000	4	1	0	1	2	0	0
Mukilteo	21,000	5	1	1	0	1	2	0
Snohomish (S)	9,500	5	1	0	1	2	1	0
Arlington (W,S)	18,500	6	1	1	1	1	1	1
Stanwood (W,S)	6,600	5	1	0	1	2	1	0
Kenmore	22,000	3	1	0	0	1	1	0
Bonney Lake (W,S)	19,490	10	1	1	4	3	1	0
Camas (W,S,G,F)	21,210	10	1	2	0	1	6	0
Mountlake Terrace (W,S,G,F)	21,090	8	1	0	0	2	5	0
Oak Harbor (W,S,G,F)	22,000	7	1	1	0	3	2	0
Maple Valley	24,700	4	1	0	1	1	1	0
Average	26,788	7	1.00	0.71	1.10	1.86	2.00	0.10
Lake Stevens	30,000	2	1.00	0.00	0.00	1.00	0.00	0.00
Difference		-5	0.00	-0.71	-1.10	-0.86	-2.00	-0.10

Bonney Lake (W,S)	19,490	10	1	1	4	3	1	0
Camas (W,S,G,F)	21,210	10	1	2	0	1	6	0
Des Moines	31,000	4	1	0	1	1	1	0
Kenmore	22,000	3	1	0	0	1	1	0
Maple Valley	24,700	4	1	0	1	1	1	0
Mill Creek	20,000	4	1	0	1	2	0	0
Mountlake Terrace (W,S,G,F)	21,090	8	1	0	0	2	5	0
Oak Harbor (W,S,G,F)	22,000	7	1	1	0	3	2	0
Average	22,686	6	1.00	0.50	0.88	1.75	2.13	0.00
Lake Stevens	30,000	2	1.00	0.00	0.00	1.00	0.00	0.00
Difference		-4	0.00	-0.50	-0.88	-0.75	-2.13	0.00

Exhibit B

Finance/City Clerk Department

Finance Director/ City Clerk
B. Stevens

Accountant
J. Norris

Deputy City Clerk
K. Pugh

Senior Accountant
(1)

Receptionist/ Cashier (2) PT
C.Hinman/K.Heister

Finance/City Clerk Department 2016 Proposed Amended Org Chart

Exhibit C

**CITY OF LAKE STEVENS
POSITION DESCRIPTION**

POSITION TITLE:	Senior Accountant
DEPARTMENT:	Finance
CLASSIFICATION:	Non-Union/Non-Exempt
EFFECTIVE DATE:	June 28, 2016

POSITION PURPOSE:

Under the general direction of the Finance Director, this position performs complex accounting activities and projects in compliance with BARS (Budgeting Accounting Reporting System). The position will also use some independent professional judgement to prepare a variety of reports, statements, and documents for finance projects, and be responsible for the maintenance, balancing and analysis of financial data.

SUPERVISION RECEIVED:*

- o Works under the general supervision of the Finance Director.

SUPERVISION EXERCISED:*

- o None

ESSENTIAL DUTIES AND RESPONSIBILITIES - *Essential duties and responsibilities may include, but are not limited to, the following:*

- o Reviews, prepares, enters and posts journal entries and daily receipting.
- o Provides general guidance to staff regarding questions about an entry, timing of the entry, account coding and verification that the entry is complete.
- o Assures compliance with GASB, BARS, State laws and regulations, City Code and departmental policies.
- o Monitors and analyzes revenue and expenditure accounts.
- o Maintains general ledger accounting system and prepare journal entries as necessary.
- o Designs or modifies existing systems or processes to efficiently provide records of assets, liabilities, and financial transactions of the City.
- o Participates in the preparation of the City's annual budget which includes assisting departments with their budgets; analyzing department submittals for reasonableness; preparing assigned portions of the budget document in coordination with other accounting staff and working with directors and Council on finalizing the budget.

* See "City of Lake Stevens, Administrative Organization" in the HR Policy and Procedures Manual.

- Participates in the preparation of the City's Annual Financial Report; establishing timelines, coordinating city-wide financial data, reviewing data and validating information and investigating/resolving discrepancies.
- Maintains schedules for major accounting processes, such as long-term debt, mitigation, equipment replacement and fixed assets.
- Completes the annual audit of fixed assets.
- Maintains timely and accurate reconciliation of cash accounts per general ledger and bank statements.
- May serve as City liaison to the State Auditor's office which includes coordinating, facilitating, planning and providing information for the annual State audit.
- Recommends policies and procedures to ensure compliance with accounting practices, laws, and regulations, and audits financial records for completeness and conformance to policies and procedures.
- May represent the Finance Department on a variety of committees.
- Prepares and presents staff reports and other necessary correspondence as needed.
- Attends and participates in professional group meetings; maintains awareness of new trends and developments in the fields related to area of assignment.
- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

PERIPHERAL DUTIES

- Perform the duties of other department personnel as needed.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

Please see the attached questionnaire for position specific physical requirements and typical working conditions. The physical demands and work environment characteristics described in the attached form are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions. Evening or variable hours to attend meetings may be required.

QUALIFICATIONS:

Education, Training and Experience Guidelines

- Bachelor's Degree in Accounting, Finance, Business Administration or related field;
- Minimum three years of progressively responsible professional accounting experience with general ledgers, journal entries, financial reports and recordkeeping, budget preparation, and auditing in a medium to large scale finance or accounting department;
- Experience in government/public sector accounting preferred;

- Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for these qualifications. Examples of these skills include:

Knowledge of:

- The principles, practices and techniques of governmental accounting.
- Accounting and budgeting principles related to municipal organizations in accordance with BARS.
- Microsoft Office applications, including Excel at an intermediate to advanced level.
- Automated accounting software systems.
- Personal computers and office equipment.
- Applicable City, State and federal rules, regulations and legislation relating to the City's financial operations and conductor official City business.
- Internal control standards.
- Effective oral and written communication principles and practices to include public relations.

Ability to:

- Maintain regular, predictable and reliable attendance during scheduled hours.
- Use independent, professional judgment to interpret laws and regulations, assure accounting procedure and practices compliance, make sound recommendations and/or implement appropriate accounting mechanisms.
- Use Microsoft Office products, including Excel, Word, Outlook, PowerPoint, and Access to perform and present financial information and analyses.
- Use, understand, assess and implement complex automated financial information systems.
- Accurately assess financial system needs and implement procedures for efficient financial management.
- Prepare clear, concise, and comprehensive financial, statistical, and narrative reports.
- Obtain and verify data, perform analysis and make recommendations. Perform internal control checks.
- Perform complex financial, statistical, budgetary and cost analyses.
- Understand, interpret, and apply legal and financial documents, rules, and regulations.
- Perform a variety of mathematical and statistical calculations quickly and accurately.
- Maintain sustained attention to detail and accuracy and to work under the pressure of rigid deadlines.
- Communicate detailed accounting information clearly and concisely.
- Work independent with general instructions; Organize work for maximum efficiency.

- Participate as a contributing member of a service-oriented team.
- Establish and maintain effective working relationships with co-workers, elected officials, other agency staff, vendors, and the general public.
- Communicate effectively, orally and in writing, including the ability to listen effectively and to explain complex issues and applicable legal requirements, policies, and procedures to internal and external customers.

LICENSE OR CERTIFICATE REQUIREMENTS:

- o Valid Washington State Drivers License may be required.
- o Must be bondable.

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE ACKNOWLEDGMENT

____/____/____
DATE



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 28 June 2016

Subject: Adoption of 2016- 2021 Six Year Transportation Improvement Plan

Contact / Department: Adam Emerson, Public Works **Budget Impact:** NA

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold the Public Hearing and comment on the projects proposed to be included in the 2017-2022 Six Year Transportation Improvement Plan (TIP). If no changes, adopt Resolution number 2016-13.

SUMMARY/BACKGROUND: Each year the City is required under State statute RCW 35.77 to prepare a six year Transportation Improvement Plan (TIP). The intent of the TIP is to provide information to the State for regional and statewide planning that includes project type and location identification, potential impacted utilities, funding needs, and inter-agency coordination. The TIP is a subset of the City's current 20 year transportation list (2012-2032) in the Comprehensive Plan's Capital Element (Chapter 8).

The projects identified in the TIP have been selected based on the priority established in the adopted 20 year transportation list. The list was recently updated to include potential roadway and sidewalk improvements on Cedar Road, 116th Avenue NE, 117th Avenue NE, S. Lake Stevens Road and 4th Street SE.

The TIP is important to the City when seeking grant funding for future transportation projects. This gives advance notice to the funding agencies of potential grant dollar demands. However, not listing a project does not prohibit seeking funding for a non-listed project. In this case, the TIP would require an amendment be adopted by Resolution. One of the key points of an agency's TIP is that it is supposed to be realistic. This means that the projects listed should be able to be constructed within the 6 year period if funding can be secured.

There are 28 projects on the 2017-2022 TIP. The total project cost estimate is \$133,815,594 million with \$68,567,259 million projected to be expended in the 6 year period. These dollars are comprised of local, grants, mitigation, and developer improvements. The local fund consists largely of mitigation dollars with a small potential covered by administration under salaries and possible street funds (typically planning and environmental preliminary work). Mitigation funds are dollars collected through the City's adopted Traffic Impact Fee plan for new development trips. Grant funding includes both State and Federal dollars and typically require match dollars. Developer improvements are road related improvements, including right-of-way dedication, with a new development construction associated with the adjacent site, such as frontage improvements.

A large portion of the project funding is expected to come from development mitigation and improvements with approximately 72% balance coming from grants. Of the grant funds, \$68,000,000 is shown to come from the State under the Transportation Package which was recently passed. Each year, the TIP is reviewed and updated to reflect what has occurred and adjustments are made. If a mid-year change in priorities occurs or a new project is added, the TIP can be updated.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: NA (Funding on the TIP comes from a variety of sources and are only preliminary estimates.)

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2016-13
 - Attachment A: Proposed 2017-2022 Six Year TIP with costs distributions
 - Attachment B: Proposed 2017-2022 Six Year TIP with expenditure year projections
- ▶ Exhibit B: Project map

EXHIBIT A
CITY OF LAKE STEVENS
Lake Steven Washington

RESOLUTION NO. 2016-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAKE STEVENS, WASHINGTON, ADOPTING A SIX-
YEAR TRANSPORTATION IMPROVEMENT PLAN FOR
THE YEARS 2017-2022 AND DIRECTING THE SAME TO
BE FILED WITH THE STATE SECRETARY OF
TRANSPORTATION AND THE PUGET SOUND
REGIONAL COUNCIL.**

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Lake Stevens has previously adopted a comprehensive street plan, including an arterial street construction plan, and has thereafter periodically modified said as part of the City's Comprehensive Plan resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the Plan, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Plan (TIP) for the ensuing six (6) calendar years; and

WHEREAS, on 28th June 2016, following public notice as required by law, a public hearing has been held on the TIP as required by RCW 35.77.0 10; and

WHEREAS, the TIP has been updated for 2017-2022 in accordance with the State Requirements,

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS
DOES RESOLVE AS FOLLOWS:**

Section 1. Plan Adopted. The Six-Year Transportation Improvement Plan for the City of Lake Stevens, as revised and extended for the ensuing six (6) calendar years (2017-2022), a copy of which is attached hereto as Attachment A and incorporated herein by this reference as if fully set forth herein, which Plan sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Plan. Pursuant to Chapter 35.77 RCW, within 30 days of the adoption of this resolution the City Clerk is hereby authorized and directed to file a copy of this Resolution, together with the Attachment A (Project Descriptions) and Attachment B (Expenditure year projections) also attached hereto and incorporated herein by this reference, with the Secretary of Transportation for the State of Washington.

ADOPTED this _____ day of June 2016.

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Attachment A

TIP with project description and costs

City of Lake Stevens

Start year: 2017

Transportation Improvement Program (2017 - 2022)

Revision: 28 June 2016										TOTAL Project				
Proj ID #	ROAD	FROM	TO	COST	Description	Local	State/Fed	Mitigation	Dev Imp	Design	ROW	Constr	LOCAL	GRANT
2(2)	SR 9/4th NE - Intersection - sub-project of 2(1)	4th St NE	-	3,000,000	Improve egress WB alignment right turn onto SR 9 and add a new right turn ingress for EB onto 4th St NE. Additional improvement is the construction of a new alignment N-S Village Way Road (93rd).	X	X	X	X	623,183	642,500	1,734,317	300,000	2,700,000
2(1)	SR 9/SR 204 - System	91st Ave NE	4th St NE	65,000,000	System improvement that includes roundabouts at SR 9/SR 204 and SR 9/91st Ave NE, improvements to the SR 9/4th Intersection. This is a safety, economical, local ciruclation, and capacity improvements.	X	X	X	X	11,700,000	7,800,000	45,500,000	1,000,000	64,000,000
D(1C)	SR 92 & Grade Rd RAB	Intersection		4,105,221	Roundabout intersection improvement with gateway treatment	X	X	X	X	410,522		3,694,699	1,026,305	3,078,916
3	90th Ave NE Connector	SR 204	Vernon	1,140,000	Construction of a new roadway segment that would allow for right in-right out movement for SR 204. Roadway would be developer driven			X	X	114,000	200,000	826,000	1,140,000	-
7(4)	91st Ave NE	SR 204	Vernon	351,000	Upgrade roadway to create a pedestrian friendly downtown style streetscape	X		X	X	35,100	20,000	295,900	351,000	-
W 2	SR 92 and Lake Dr Re-channelization	Intersection		200,000	State driven safety project to reduce vehicle conflicts		X			30,000	-	170,000	-	200,000
7(1)	20th St SE - Segment 1	83rd Ave SE	91st Ave SE	4,980,567	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks and improved drainage and lighting.	X	X	X	X	573,000	935,400	3,472,167	1,041,650	2,430,517
7(3)	20th St SE - Segment 2	79th Ave SE	83rd Ave SE	3,970,366	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks and improved drainage and lighting.	X		X	X	397,838	921,922	2,650,606	1,389,628	2,580,738
7(5)	20th St SE - Segment 3	73rd Ave SE	79th Ave SE	2,770,169	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks and improved drainage and lighting.	X	X	X	X	345,853	118,821	2,305,495	969,559	1,800,610
7(6)	20th St SE - Segment 4	US 2	73rd Ave SE	2,599,205	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks and improved drainage and lighting.	X	X	X	X	294,930	341,610	1,962,665	909,722	1,689,483
6(1)	24th St SE/73rd SE - Intersection	73rd Ave SE	-	800,000	Construction of a new intersection to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X	80,000	50,000	670,000	800,000	-
6(2)	24th St SE	73rd Ave SE	79th Ave SE	3,653,000	Construction of a new roadway segment to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X	365,300	200,000	3,087,700	3,653,000	-
6(3)	24th St SE/79th SE - Intersection	79th Ave SE	-	800,000	Construction of a new intersection to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X	80,000	50,000	670,000	800,000	-
6(4)	24th St SE	83rd Ave SE	87th Ave SE	5,278,000	Construction of a new roadway segment to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X	527,800	200,000	4,550,200	5,278,000	-

6(5)	24th St SE/83rd SE - Intersection	83rd Ave SE	-	800,000	Construction of a new intersection to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X	80,000	50,000	670,000	800,000	-
6(6)	24th St SE	SR 9	91st Ave SE	2,970,000	Construction of a new roadway segment to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X	297,000	200,000	2,473,000	2,970,000	-
1(1)	91st Ave NE/SR 204 - RTP	SR 204	200' north	337,000	Widen southbound outside lane to provide for a dedicated right turn lane	X	X	X	X	33,700	10,000	293,300	134,800	202,200
1(2)	91st Ave NE/SR 204 - RTP	SR 204	300' south	454,100	Widen north bound outside lane to provide for a dedicated right turn lane	X	X	X	X	45,410	20,000	388,690	181,640	272,460
2(2)	91st Ave SE	20th St SE	4th St SE	4,770,000	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway	X	X	X	X	477,000	300,000	3,993,000	715,500	4,054,500
2(3)	91st Ave SE	20th St SE	24th St SE	1,950,000	New connector roadway to 24th St SE				X	195,000	100,000	1,655,000	1,950,000	-
8(4)	99th Ave NE	Market	4th St NE	1,170,000	Enhance Streetscape with improvement with non-motorized enhancements and circulation improvements with a possible roundabout intersection at 4th NE	X	X	X	X	117,000	40,000	1,013,000	292,500	877,500
14(A)	4th St NE	91st Ave NE	SR 204	7,578,460	New internal connector and circulation roadway. Will require a new break in access on to SR 204. Intersection would be a right turn only.				X	757,846	500,000	6,320,614	7,578,460	-
14(7)	99th Ave SE	20th St SE	4th St SE	4,763,800	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway	X	X	X	X	476,380	200,000	4,087,420	1,905,520	2,858,280
14(8)	99th Ave SE	20th St SE	Lake Stevens Rd	5,507,800	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway				X	550,780		4,957,020	5,507,800	-
D(1A)	20th St NE & Main Intersection	Intersection		1,112,004	Widening to provide turn pockets or possible roundabout improvements	X	X	X	X	111,200		1,000,804	556,002	556,002
D(1B)	Grade Road	20th St NE	SR 92	15,607,836	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the west side of the roadway	X	X	X	X	1,560,784	1,000,000	13,047,052	7,803,918	7,803,918
12(5)	91st Ave NE - Intersection	Vernon Rd	-	200,000	Minor widening and possible mini-roundabout to improvement safety and circulation	X			X	20,000		180,000	200,000	-
15(2)	Lundeen/Vernon - Intersection	Vernon Rd	-	400,000	Channelization enhancement to improvement safety and circulation. May restrict through movement for east-east crossing (Vernon)	X			X	40,000		360,000	400,000	-
15(1)	Vernon Road	91st Ave NE	SR 9	935,000	Minor widening to provide for turn movement and improved pedestrian movement	X			X	93,500		841,500	935,000	-
	116th Avenue NE	20th St NE	26th St NE	1,000,000	Construct vehicular, bicycle and pedestrian improvements to improve safety.	X	X	X		75,000	125,000	800,000	300,000	700,000
	117th Avenue NE	22nd St NE	26th St NE	600,000	Construct vehicular, bicycle and pedestrian improvements to improve safety.	X	X	X		50,000	100,000	450,000	180,000	420,000
	4th Street SE	91st Ave SE	SR 9	622,000	Construct pedestrian improvements to improve safety around schools.	X	X	X		82,000		540,000	186,600	435,400
	Cedar Road	Forest Rd	29th St NE	2,273,000	Construct vehicular, bicycle and pedestrian improvements to improve safety.	X	X	X		254,000	389,000	1,630,000	681,900	1,591,100

City-wide Mini-RAB Intersection Improvements			Intersection		Construct mini-roundabouts at various locations to improve safety and traffic operation	X	X	X	X					
			900,000							300,000	600,000	270,000	630,000	
S. Lake Stevens Road			S. Davies	Stitch Road		X				X	-			
			430,000								30,000	400,000	129,000	301,000
										21,224,126	14,514,253	117,290,149	52,337,504	99,182,624

Attachment B
TIP with estimated 6 year expenditure projections

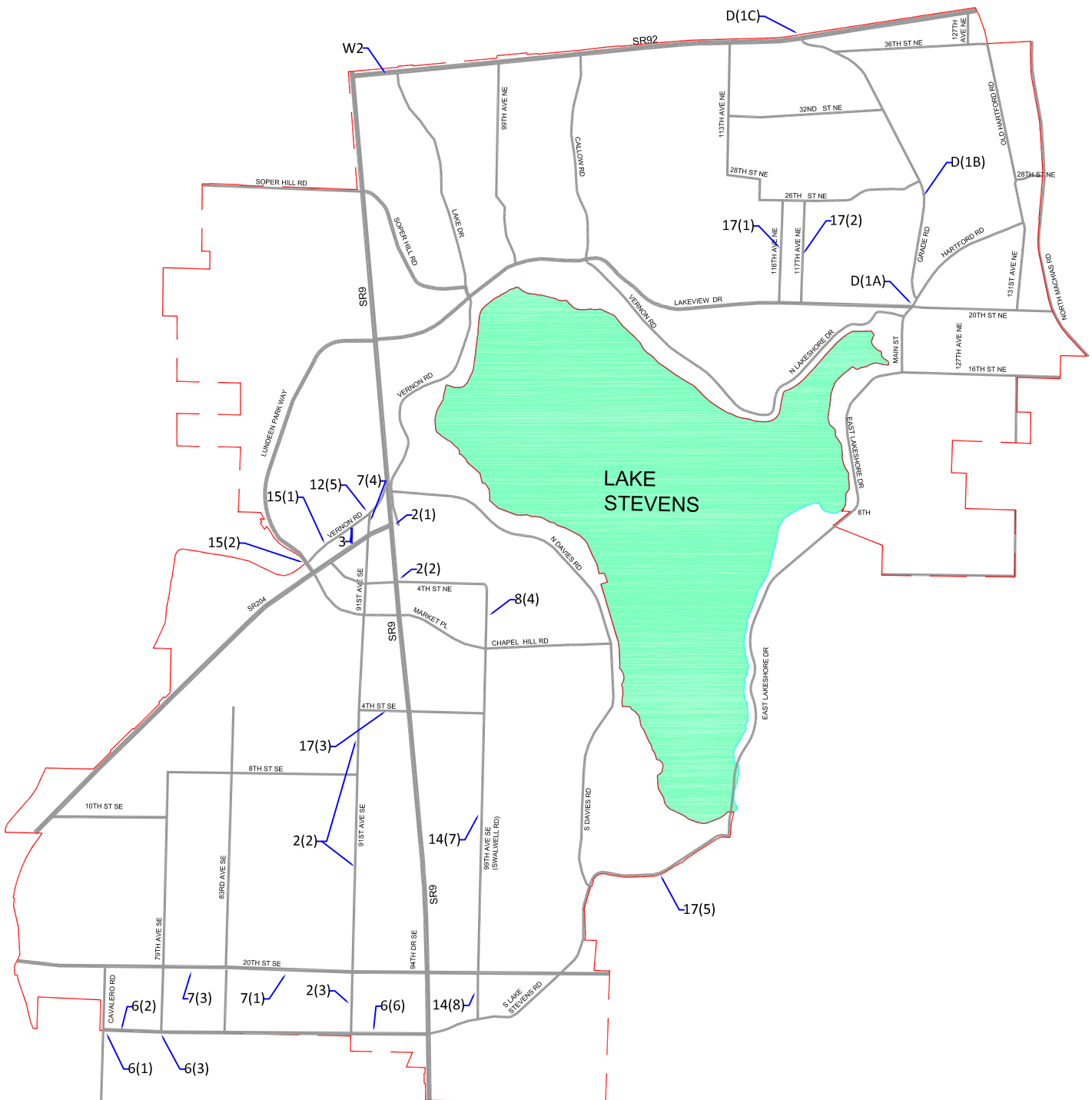
**City of Lake Stevens
Transportation Improvement Program
(2017 - 2022)**

[illegible]

1(2)	91st Ave NE/SR 204 - RTP			45,410	20,000			388,690											-	
2(2)	91st Ave SE									95,480			998,250						3,676,270	
2(3)	91st Ave SE									195,000	100,000		1,655,000						-	
8(4)	99th Ave NE									117,000	40,000		1,013,000						-	
14(A)	4th St NE												189,462			568,385	250,000		6,570,613	
14(7)	99th Ave SE															476,380			4,287,420	
14(8)	99th Ave SE															550,780			4,957,020	
D(1A)	20th St NE & Main Intersection												111,200				333,601		667,203	
D(1B)	Grade Road															780,392			14,827,444	
12(5)	91st Ave NE - Intersection							20,000	180,000										-	
15(2)	Lundeen/Vernon - Intersection															40,000	360,000		-	
15(1)	Vernon Road												93,500	233,750					607,750	
	116th Avenue NE									75,000	125,000		800,000							
	117th Avenue NE					-	-	-	450,000											
	4th Street SE	82,000	-	540,000																
	Cedar Road	254,000	389,000	-	-	-	1,630,000													
	City-wide Mini-RAB Intersection Improvements	50,000	-	100,000	50,000	-	100,000	50,000	100,000	50,000	-	100,000	50,000	-	100,000	50,000	-	100,000		
	S. Lake Stevens Road	30,000	-	400,000																
		3,303,000	2,133,160	1,534,600	4,412,110	2,641,240	3,708,400	3,397,283	4,762,500	1,581,990	2,287,480	1,045,000	15,720,084	2,587,607	-	35,209,605	3,519,005	1,118,821	32,397,095	51,169,548

Exhibit B

Project Map



2017-2022 6 YEAR TIP



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 28 June 2016

Subject: Contract Award – Safe Routes to School – 91st Avenue SE

Contact/Department: Adam Emerson, Public Works **Budget Impact:** \$579,789.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the bid for the Safe Routes to School – 91st Avenue SE project, authorize the Mayor to execute a Public Works contract with Kamins Construction for the amount \$459,533.90 and authorize an administrative contingency of \$120,255.10.

SUMMARY/BACKGROUND: A call for bids was released on 27 May 2016 for the construction of the city's Safe Routes to School project. The city received and opened the bids on 17 June 2016 with eight (8) contractors responding.

The City applied for, and was awarded, a State funded grant through WSDOT's Safe Routes to School program in December 2015 for design and construction of a sidewalk along 91st Avenue SE between 8th Street SE and 12th Place SE. The scope of work is to provide sidewalk along the entire east side to allow for safe access to Lake Stevens Middle School and Skyline Elementary School. Two new pedestrian crosswalks will be added which will include safety enhancements. The approved grant project budget is \$604,000.00 which included \$24,211.00 for design and \$579,789.00 for construction.

The low bid came in at \$459,533.90 while the high bid was \$768,655.00. The Engineer's Estimate for the project was \$579,789.00. Kamins Construction provided the lowest responsive bid. The current staff has not before worked with Kamins on any city-owned projects. The city received an official bid protest based on submission differences between the lowest and second lowest responsive bidder. The difference in bids was \$761.25 and the runner-up claimed that Kamins did not complete their bid package to the requirements specified in the RFB. After review, legal counsel advised staff to proceed with the lowest responsive bidder as the differences in the bid were "immaterial irregularities".

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$579,789.00 minus the city's match which will be refunded through WSDOT Local Programs. The city's match share (non-reimbursable) is \$120,800.00 which includes portions of the survey, design, environmental services, construction and construction management.

ATTACHMENTS:

- ▶ Exhibit A: Bid Tabulation
- ▶ Exhibit B: Bid Protest Letter – Trinity Contractors
- ▶ Exhibit C: Bid Protest Letter – Newton Kight L.L.P.
- ▶ Exhibit D: Bid Protest Response – Weed, Graafstra & Associates, Inc., P.S.
- ▶ Exhibit E: Public Works Contract

Safe Routes to School - 91st Avenue SE

Exhibit A: Bid Tabulation

Bid Tabulation
Prepared by: Adam Emerson, E.I.T.
Checked by: Amanda Wells

Base Bid				Engineer's Estimate		B & L Utility		Bianchi		Kamins Construction	
BI	Description	Unit	Quantity	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
	1 Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 100,000.00	\$ 100,000.00	\$ 48,000.00	\$ 48,000.00	\$ 53,558.40	\$ 53,558.40
	2 Construction Survey	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 8,700.00	\$ 8,700.00	\$ 4,680.00	\$ 4,680.00
	3 Project Temporary Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 36,250.00	\$ 36,250.00	\$ 36,540.00	\$ 36,540.00
	4 Temporary Erosion Control (incl. Riprap)	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,625.00	\$ 3,625.00	\$ 2,688.00	\$ 2,688.00
	5 Clearing and Grubbing	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00	\$ 7,250.00	\$ 7,250.00	\$ 5,436.00	\$ 5,436.00
	6 Removal of Structure and Obstruction	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 17,400.00	\$ 17,400.00	\$ 13,492.80	\$ 13,492.80
	7 Sawcut Existing Concrete (Asphalt/Cement)	LF	1700	\$ 5.00	\$ 8,500.00	\$ 5.00	\$ 8,500.00	\$ 5.80	\$ 9,860.00	\$ 3.00	\$ 5,100.00
	8 Removal of Existing Concrete (Asphalt/Cement)	SY	1525	\$ 35.00	\$ 53,375.00	\$ 25.00	\$ 38,125.00	\$ 21.75	\$ 33,168.75	\$ 14.00	\$ 21,350.00
	9 Crush Surfacing Base Course (1 1/2" minus)	CY	175	\$ 105.00	\$ 18,375.00	\$ 45.71	\$ 8,000.00	\$ 46.40	\$ 8,120.00	\$ 51.46	\$ 9,005.50
	10 HMA CI 1/2 PG 64-22	TON	153	\$ 212.00	\$ 32,436.00	\$ 175.00	\$ 26,775.00	\$ 174.00	\$ 26,622.00	\$ 187.61	\$ 28,704.33
	11 High-Density Polyethylene (HDPE) pipe 12 In. Diam	LF	700	\$ 83.00	\$ 58,100.00	\$ 60.00	\$ 42,000.00	\$ 50.75	\$ 35,525.00	\$ 45.62	\$ 31,934.00
	12 Catch Basin Type I	EA	10	\$ 1,800.00	\$ 18,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,450.00	\$ 14,500.00	\$ 1,381.20	\$ 13,812.00
	13 Curb Inlet	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 1,300.00	\$ 5,200.00	\$ 319.00	\$ 1,276.00	\$ 1,154.40	\$ 4,617.60
	14 Metal Frame and Vane Grate (CB Type I)	EA	14	\$ 550.00	\$ 7,700.00	\$ 300.00	\$ 4,200.00	\$ 290.00	\$ 4,060.00	\$ 720.00	\$ 10,080.00
	15 Metal Frame and Solid Grate (CB Type I)	EA	7	\$ 550.00	\$ 3,850.00	\$ 300.00	\$ 2,100.00	\$ 290.00	\$ 2,030.00	\$ 720.00	\$ 5,040.00
	16 Cement Conc. Traffic Curb and Gutter	LF	1585	\$ 30.00	\$ 47,550.00	\$ 50.00	\$ 79,250.00	\$ 23.93	\$ 37,921.13	\$ 26.61	\$ 42,176.85
	17 Cement Conc. Sidewalk	SY	585	\$ 50.00	\$ 29,250.00	\$ 115.00	\$ 67,275.00	\$ 54.38	\$ 31,809.38	\$ 52.87	\$ 30,928.95
	18 Cement Conc. Curb Ramp	EA	17	\$ 2,500.00	\$ 42,500.00	\$ 3,500.00	\$ 59,500.00	\$ 3,500.00	\$ 59,500.00	\$ 2,290.59	\$ 38,940.03
	19 Cement Conc. Driveways	SY	53	\$ 70.00	\$ 3,710.00	\$ 100.00	\$ 5,300.00	\$ 59.50	\$ 3,153.50	\$ 70.78	\$ 3,751.34
	20 Plastic Bicycle Lane Symbol (Bike + Arrow)	EA	5	\$ 750.00	\$ 3,750.00	\$ 500.00	\$ 2,500.00	\$ 539.00	\$ 2,695.00	\$ 428.40	\$ 2,142.00
	21 Plastic Crosswalk Line	SF	1160	\$ 9.00	\$ 10,440.00	\$ 7.00	\$ 8,120.00	\$ 6.30	\$ 7,308.00	\$ 4.44	\$ 5,150.40
	22 Plastic Stop Line	SF	40	\$ 9.00	\$ 360.00	\$ 12.00	\$ 480.00	\$ 11.20	\$ 448.00	\$ 4.44	\$ 177.60
	23 Removal of Paint Line	LF	3400	\$ 3.00	\$ 10,200.00	\$ 5.00	\$ 17,000.00	\$ 1.40	\$ 4,760.00	\$ 0.66	\$ 2,244.00
	24 4" Paint Line	LF	2165	\$ 0.48	\$ 1,043.00	\$ 2.00	\$ 4,330.00	\$ 1.12	\$ 2,424.80	\$ 0.34	\$ 736.10
	25 6" Paint Line	LF	1200	\$ 1.00	\$ 1,200.00	\$ 2.00	\$ 2,400.00	\$ 0.98	\$ 1,176.00	\$ 0.44	\$ 528.00
	26 Raised Pavement Markers	HUND	3	\$ 550.00	\$ 1,650.00	\$ 400.00	\$ 1,200.00	\$ 399.00	\$ 1,197.00	\$ 396.00	\$ 1,188.00
	27 Dual-sided Rectangular Rapid Flashing Beacons (RRFB)	CROSS	2	\$ 17,000.00	\$ 34,000.00	\$ 23,000.00	\$ 46,000.00	\$ 20,300.00	\$ 40,600.00	\$ 15,306.00	\$ 30,612.00
	28 School Zone Flashers (SZF)	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 16,000.00	\$ 32,000.00	\$ 10,150.00	\$ 20,300.00	\$ 8,700.00	\$ 17,400.00
	29 Relocation/Reinstallation of Signs	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,300.00	\$ 6,300.00	\$ 3,600.00	\$ 3,600.00
	30 New Signage	LS	10	\$ 200.00	\$ 2,000.00	\$ 800.00	\$ 8,000.00	\$ 595.00	\$ 5,950.00	\$ 360.00	\$ 3,600.00
	31 Restoration	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,800.00	\$ 1,800.00
	32 Chain Link Fence	LF	90	\$ 20.00	\$ 1,800.00	\$ 60.00	\$ 5,400.00	\$ 42.00	\$ 3,780.00	\$ 48.00	\$ 4,320.00
	33 Landscaping	SY	500	\$ 10.00	\$ 5,000.00	\$ 60.00	\$ 30,000.00	\$ 19.60	\$ 9,800.00	\$ 8.40	\$ 4,200.00
	34 Force Account	FC	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
		Construction Total			\$ 579,789.00		\$ 768,655.00		\$ 517,609.56		\$ 459,533.90

Pellco Construction		Razz Construction		Trimaxx Construction		Trinity Contractors		Welwest Construction	
Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
\$ 47,400.00	\$ 47,400.00	\$ 49,000.00	\$ 49,000.00	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00	\$ 60,000.00	\$ 60,000.00
\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00
\$ 90,000.00	\$ 90,000.00	\$ 40,000.00	\$ 40,000.00	\$ 3,200.00	\$ 3,200.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	\$ 13,000.00	\$ 13,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 25,000.00	\$ 25,000.00	\$ 7,000.00	\$ 7,000.00
\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 35,000.00	\$ 35,000.00	\$ 8,000.00	\$ 8,000.00
\$ 3.00	\$ 5,100.00	\$ 2.00	\$ 3,400.00	\$ 3.00	\$ 5,100.00	\$ 1.00	\$ 1,700.00	\$ 5.00	\$ 8,500.00
\$ 18.00	\$ 27,450.00	\$ 6.00	\$ 9,150.00	\$ 17.00	\$ 25,925.00	\$ 5.00	\$ 7,625.00	\$ 20.00	\$ 30,500.00
\$ 120.00	\$ 21,000.00	\$ 86.00	\$ 15,050.00	\$ 80.00	\$ 14,000.00	\$ 150.00	\$ 26,250.00	\$ 40.00	\$ 7,000.00
\$ 175.00	\$ 26,775.00	\$ 400.00	\$ 61,200.00	\$ 180.00	\$ 27,540.00	\$ 110.00	\$ 16,830.00	\$ 250.00	\$ 38,250.00
\$ 60.00	\$ 42,000.00	\$ 49.00	\$ 34,300.00	\$ 44.00	\$ 30,800.00	\$ 25.00	\$ 17,500.00	\$ 70.00	\$ 49,000.00
\$ 1,600.00	\$ 16,000.00	\$ 1,200.00	\$ 12,000.00	\$ 1,400.00	\$ 14,000.00	\$ 1,400.00	\$ 14,000.00	\$ 2,000.00	\$ 20,000.00
\$ 1,100.00	\$ 4,400.00	\$ 1,100.00	\$ 4,400.00	\$ 1,300.00	\$ 5,200.00	\$ 1,300.00	\$ 5,200.00	\$ 2,000.00	\$ 8,000.00
\$ 600.00	\$ 8,400.00	\$ 300.00	\$ 4,200.00	\$ 500.00	\$ 7,000.00	\$ 400.00	\$ 5,600.00	\$ 700.00	\$ 9,800.00
\$ 600.00	\$ 4,200.00	\$ 300.00	\$ 2,100.00	\$ 500.00	\$ 3,500.00	\$ 400.00	\$ 2,800.00	\$ 700.00	\$ 4,900.00
\$ 20.00	\$ 31,700.00	\$ 25.00	\$ 39,625.00	\$ 17.00	\$ 26,945.00	\$ 16.25	\$ 25,756.25	\$ 27.00	\$ 42,795.00
\$ 45.00	\$ 26,325.00	\$ 60.00	\$ 35,100.00	\$ 50.00	\$ 29,250.00	\$ 42.78	\$ 25,026.30	\$ 55.00	\$ 32,175.00
\$ 2,700.00	\$ 45,900.00	\$ 1,200.00	\$ 20,400.00	\$ 3,300.00	\$ 56,100.00	\$ 2,834.40	\$ 48,184.80	\$ 3,500.00	\$ 59,500.00
\$ 120.00	\$ 6,360.00	\$ 70.00	\$ 3,710.00	\$ 65.00	\$ 3,445.00	\$ 54.60	\$ 2,893.80	\$ 80.00	\$ 4,240.00
\$ 500.00	\$ 2,500.00	\$ 385.00	\$ 1,925.00	\$ 600.00	\$ 3,000.00	\$ 462.00	\$ 2,310.00	\$ 500.00	\$ 2,500.00
\$ 3.50	\$ 4,060.00	\$ 5.00	\$ 5,800.00	\$ 4.00	\$ 4,640.00	\$ 5.40	\$ 6,264.00	\$ 5.00	\$ 5,800.00
\$ 3.00	\$ 120.00	\$ 8.00	\$ 320.00	\$ 3.00	\$ 120.00	\$ 9.60	\$ 384.00	\$ 5.00	\$ 200.00
\$ 1.00	\$ 3,400.00	\$ 1.00	\$ 3,400.00	\$ 1.00	\$ 3,400.00	\$ 1.20	\$ 4,080.00	\$ 1.00	\$ 3,400.00
\$ 0.50	\$ 1,082.50	\$ 0.90	\$ 1,948.50	\$ 0.30	\$ 649.50	\$ 1.00	\$ 2,165.00	\$ 1.00	\$ 2,165.00
\$ 0.75	\$ 900.00	\$ 0.80	\$ 960.00	\$ 0.60	\$ 720.00	\$ 1.00	\$ 1,200.00	\$ 1.00	\$ 1,200.00
\$ 400.00	\$ 1,200.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 342.00	\$ 1,026.00	\$ 500.00	\$ 1,500.00
\$ 13,000.00	\$ 26,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	\$ 5,500.00	\$ 11,000.00	\$ 20,000.00	\$ 40,000.00
\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 15,000.00	\$ 20,000.00	\$ 40,000.00	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 30,000.00
\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00
\$ 450.00	\$ 4,500.00	\$ 372.00	\$ 3,720.00	\$ 400.00	\$ 4,000.00	\$ 350.00	\$ 3,500.00	\$ 600.00	\$ 6,000.00
\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
\$ 60.00	\$ 5,400.00	\$ 30.00	\$ 2,700.00	\$ 35.00	\$ 3,150.00	\$ 50.00	\$ 4,500.00	\$ 50.00	\$ 4,500.00
\$ 5.00	\$ 2,500.00	\$ 40.00	\$ 20,000.00	\$ 20.00	\$ 10,000.00	\$ 10.00	\$ 5,000.00	\$ 15.00	\$ 7,500.00
\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	\$ 536,672.50		\$ 489,308.50		\$ 517,184.50		\$ 460,295.15		\$ 578,425.00

TRINITY

CONTRACTORS INC

Exhibit B: Bid Protest Letter - Trinity Construction

June 20, 2016

Adam Emerson
City of Lake Stevens
PO Box 257
Lake Stevens. WA 98258

Re: **BID PROTEST**
Safe Routes to School
91st Avenue SE – 8th Street SE to 12th Street SE
Project 16004

Dear Adam:

This letter is to serve as our bid protest in awarding Kamins Construction this project.

We believe that Kamins did not complete their bid package to requirements. We also feel that Trinity Contractors, Inc. would provide better service to the City of Lake Stevens as Kamins has a proven record of being very difficult to work with in the past.

Regards,



Vernon Chapman III
President

Exhibit C: Bid Protest Letter - Newton Kight L.L.P.

NEWTON • KIGHT L.L.P.

ATTORNEYS AT LAW

Street Address:
1820 32nd STREET, EVERETT, WA 98201
Mailing Address:
P. O. BOX 79, EVERETT, WA 98206



AREA CODE 425
TELEPHONE: 259-5106
TELEFAX: 339-4145

www.NewtonKight.com

SENIOR PARTNER:
HENRY T. NEWTON
MANAGING PARTNERS:
LORNA S. CORRIGAN
M. GEOFFREY G. JONES
PARTNERS:
THOMAS L. COOPER
MARK T. PATTERSON II
LAWRENCE P. DOLAN
ASSOCIATES:
DANIELLE U. PRATT
SETH L. COOPER
RETIRED:
R. MICHAEL KIGHT
BRUCE E. JONES
THOMAS A. HULTEN

June 21, 2016

Adam Emerson
City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258

Re: Project Number 16004
Safe Routes to School- 91st Avenue SE

Dear Mr. Emerson,

My client filed their bid protest with you on June 20th, 2016. A copy of said protest is attached hereto.

In further support of said protest, please be aware that Trinity Contractors Inc. is the lowest bidder in full compliance with the Request for Bids per the specific terms of your Request for Bids.

Please award the contract to my client. At the very least, you are required to start the bidding process over and request new bids be resubmitted. If you do not award my client the contract as the low bidder or re-open the entire process, we will pursue all of our client's legal remedies.

It should be duly noted that the Request for Bids specifically emphasized as a strict requirement based on full notice that the bids required a copy, as well as the original bid. The emphasis was made very clear by the **bold** language. You specifically emphasized date, time, and submission of the original and the copy as strict requirements. Kamins is clearly not in compliance based on your own strict requirements.

Very truly yours,

NEWTON + KIGHT L.L.P.

A handwritten signature in blue ink, appearing to read 'T. Cooper', is written over a horizontal line.

THOMAS L. COOPER

TLC/cdr
Enclosures

TRINITY

CONTRACTORS INC

June 20, 2016

Adam Emerson
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258

Re: **BID PROTEST**
Safe Routes to School
91st Avenue SE – 8th Street SE to 12th Street SE
Project 16004

Dear Adam:

This letter is to serve as our bid protest in awarding Kamins Construction this project.

We believe that Kamins did not complete their bid package to requirements. We also feel that Trinity Contractors, Inc. would provide better service to the City of Lake Stevens as Kamins has a proven record of being very difficult to work with in the past.

Regards,



Vernon Chapman III
President

Exhibit D: Bid Protest Response - Weed, Graafstra & Associates, Inc., P.S.



City of Lake Stevens
Office of the City Attorney
WEED, GRAAFSTRA & ASSOCIATES, INC., P.S.
Grant K. Weed, City Attorney
110 Cedar Avenue, Suite 102
Snohomish, WA 98290-2959
(360) 568-3119; (425) 259-9199; (425) 334-1480
FAX (360) 568-4437

June 21, 2016

Via First Class and
Certified Return Receipt Requested Mail
Via Fax (425) 339-4145
Via E-Mail: Coop@NewtonKight.com

Thomas L. Cooper
Attorney at Law
Newton Kight LLC
1830 32nd Street
P.O Box 79
Everett, WA 98206

RE: Your Client Trinity Contractors, Inc.

BID PROTEST dated June 20, 2016
For Project: Safe Routes to School
91st Avenue SE – 8th Street SE to 12 Street SE
Project 16004

Dear Mr. Cooper:

We represent the City of Lake Stevens. Mr. Chapman's letter of June 20, 2016 and your letter of June 21, 2016 have been referred to us for response.

This letter is written to (1) acknowledge receipt of Trinity Contractors, Inc.'s Bid Protest, (2) provide the City's response to that Bid Protest, and (3) provide you with the City's written notice of intent to execute a contract for the Project under RCW 39.04.105.

After receipt of your client's BID PROTEST concerning the apparent low Bidder, Kamins Construction Inc., city staff communicated with your client about the nature and basis of its protest. City staff understands your client's BID PROTEST to contain two elements, both relating to the Call for Bids. Your letter of June 21, 2016 confirms the basis for this protest.

The CALL FOR BIDS states:

Bidders shall submit 1 Original and 1 Copy of the bid proposal in a sealed envelope labeled with the bidder's name, address, request for bid number (16004) and title (Safe Routes to School – 91st Avenue SE).

Thomas L. Cooper
June 21, 2015
Page 2

Your letter correctly asserts/implies that the “sealed envelope” containing Kamins’ bid only contained “1 Original” but did not contain “1 Copy.” Staff is advised that your client asserted that the envelope was labeled with all required information except the “request for bid number (16004).” Your letter implies these deviations are material irregularities and the City must reject the bid of the apparent lowest and responsible bidder, Kamins Construction, Inc.

Under the CALL OF BIDS, “the City of Lake Stevens reserves the right to reject any and all bids and waive any immaterial irregularities or informalities in the bid or in the bidding.” The questions therefore are: (1) is the failure to provide “1 Copy” a material or immaterial irregularity? And (2) is the failure to label the envelope with the “request for bid number (16004)” a material or immaterial irregularity? If the irregularities or deviations are material, and a mandatory subject of disqualification under the CALL FOR BIDS, then the City must reject the bid of Kamins Construction, Inc.

The CALL FOR BIDS and Project Manual do not contain any provisions defining what bid deviations/irregularities are material. However, the Project Manual does reference the Standard Specifications issued by the Washington State Department of Transportation. Standard Specification 1-02.13 (2016) identifies when a proposal shall be considered irregular and when a proposal may be considered irregular and thus the awarding agency has discretion to reject an award. It provides as follows:

1-02.13 Irregular Proposals

1. A Proposal will be considered irregular and may be rejected if:

- a. The Bidder is not prequalified;
- b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
- c. A price per unit cannot be determined from the Bid Proposal;
- d. The Proposal form is not properly executed;
- e. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Utilization Certification, if applicable, as required in Section 1-02.6;
- g. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder’s completed Disadvantaged Business Enterprise Utilization Certification that they are in agreement with the Bidder’s DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- h. The Bidder fails to submit Disadvantaged Business Enterprise Good Faith Effort documentation, if applicable, as required in Section 1-02.6 , or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition

Thomas L. Cooper
June 21, 2015
Page 3

of Award was made; or
i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:

- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
- d. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
- e. Receipt of Addenda is not acknowledged;
- f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- g. If Proposal form entries are not made in ink.

The irregularities you point to in your letter of June 21st and your client pointed to do not fall within either list, that is to say they are not irregularities that the awarding agency either must consider or may consider. They are simply not listed irregularities. The City of Lake Stevens therefore considers the two irregularities----the failure to provide a copy, and the failure to label the envelope with the request for bid number---immaterial and not a proper basis to reject the bid of Kamins Construction, Inc. Your client's current bid protest is therefore rejected.

If you or your client has any other reason(s) to question the regularity of the bid of Kamins Construction Inc, please supply that reason to me immediately.

An observation: when one reviews a lot of bid protest cases, one can discern that the courts are concerned about a bidder obtaining an unfair competitive advantage by or through their irregular response to a call for bids. Try as one might, it is impossible to come up with a competitive advantage from a failure to supply a copy, or a failure to list the project number on the outside label of the envelope. The envelope contained the original bid, properly filled out and completed. The label contained all other required information except the number and there was no doubt or confusion as to what CALL FOR BIDS Kamins Construction, Inc responded. It is no wonder that the irregularities here do not raise to the level of the listing of irregularities in 1-02.13.

City Staff intend to recommend an award of the Safe Routes to School -91st Avenue SE project to Kamins Construction Inc at the City Council meeting of June 28, 2016. The City Council meeting will commence at 7:00 PM and the location of the Council meeting is Lake Stevens School District Educational Service Center (Admin. Bldg), 12309 22nd Street NE, Lake Stevens,

Thomas L. Cooper
June 21, 2015
Page 4

Washington. You and your client are invited to the Council meeting and if you and/or your client attend you and/or your client will be provided an opportunity to state your protest and to provide evidence to the City Council.

RCW 39.04.105 provides as follows:

When a municipality receives a written protest from a bidder for a public works project which is the subject of competitive bids, the municipality shall not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the municipality's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than two full business days following bid opening. Intermediate Saturdays, Sundays, and legal holidays are not counted.

This letter is your and your client's two full business days' written notice of the City of Lake Stevens intent to award the bid and then execute a contract with Kamins Construction, Inc for the Safe Routes to School – 91st Avenue SE Project No. 16004 with Kamins Construction Inc on or after council action on June 28, 2016.

Very truly yours



THOM H. GRAAFSTRA

THG:bj

Exhibit E: Public Works Contract

PUBLIC WORKS CONTRACT

This Contract is made and entered into this ____ day of _____, 2016 by and between the City of Lake Stevens, an optional municipal noncharter code city of the State of Washington, hereinafter referred to as “the City”, and Kamins Construction, Inc., a Washington incorporated business ("Contractor").

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. Scope of Work.

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the following project:

Safe Routes to School – 91st Avenue SE, Project **16004**

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as “the standard specifications”,
- D. ☒ 2009 City of Lake Stevens Engineering Standards (referenced but not attached),
- E. Other: Washington State Department of Transportation (WSDOT) Standard Plans (referenced but not attached)
- F. Addenda (If any)

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Project Manual.

2. Time for Performance and Liquidated Damages / Termination of Contract.

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within *N/A (31 December 2016)* working days after said notice to proceed, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
 - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
 - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

- A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.
- B. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.
- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).
- E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

5. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Lake Stevens County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an Attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

6. Indemnification and Hold Harmless.

- A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.
- C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors
- D. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

- E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
- F. The provisions of this section shall survive the expiration or termination of this Contract.

7. Insurance.

A. **Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance.**

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington
4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary

buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☒ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☒ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. Public Entity Full Availability of Contractor Limits.

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

N. Compliance with Laws.

The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.

A. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.

B. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

9. Non-discrimination.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence

of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.
- B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

10. Assignment and Subcontractors.

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the contract documents.
- D. The Contractor shall, before commencing any work, notify the Owner in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.
- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

11. Contract Administration and Notices.

This Contract shall be administered for the City by the City Clerk, and shall be administered for the Contractor by the Contractor's Contract Representative, Chad Kamins. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Street Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
(425) 334-1012

To Contractor:

Chad Kamins, President
Kamins Construction, Inc.
PO Box 867
Bothell, WA 98041
(206) 396-9115

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

12. Interpretation and Venue.

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Snohomish County, Washington.

13. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

15. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

16. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

CONTRACTOR NAME

By: _____
John Spencer, Mayor

By: _____

Printed Name/Title

Attest:

Approved as to Form:

Kathy Pugh, Deputy City Clerk

Grant K. Weed, City Attorney

PERFORMANCE and PAYMENT BOND

Bond to the City of _____ Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of** _____ in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Lake Stevens.

Dated at _____, Washington, this ____ day of _____, 20__.

The conditions of the above obligation are such that:

WHEREAS, the City of _____ has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered XX-XX, and providing for **Project Name** (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of _____ harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of _____, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this ____ day of _____, 20__.

Surety

Principal

By _____

By _____

Title

Title

Surety Address

Agent Address

Surety Contact and Phone Number

Agent Contact and Phone Number

ESCROW AGREEMENT for RETAINED PERCENTAGE

Project Name, Project **XX-XX**

Escrow No.: _____
City of Lake Stevens Contract No. **XX-XX**
Completion Date: _____

TO:

THIS ESCROW AGREEMENT is for the investment of the retained percentage of the above contract, in accordance with chapter 60.28 of the Revised Code of Washington. It is limited to FDIC insured Washington State Chartered Banks who are covered by the State of Washington Public Deposit Protection Act.

The undersigned, _____, (as "Contractor"), has directed the CITY OF LAKE STEVENS (as "City"), to deliver to you its warrants which shall be payable to you and/or the contractor. The warrants are to be held and disposed of by you in accordance with the following instruction:

INSTRUCTIONS

- Upon delivery the warrants shall be endorsed by you and forwarded to the City for collection. You shall use the monies to purchase investments selected by the Contractor and approved by the City. You may follow the last written direction received by you from the Contractor, for each purchase, provided the direction otherwise conforms with this agreement. Acceptable investments are:
 - Bills, certificates, notes or bonds of the United States;
 - Other obligations of the United States or its agencies;
 - Obligations of any corporation wholly owned by the Government of the United States;
 - Indebtedness of the Federal National Mortgage Association;
 - Time deposits in commercial banks;
 - Other investments, except stocks, selected by the Contractor, subject to express prior written consent of the City.
- The investments shall be in a form which allows you alone to reconvert them into money if you are required to do so by the City.
- The investments must mature on or prior to the date set for the completion of the contract, including extension there of or thirty (30) days following the final acceptance of the work.
- When interest on the investments accrues and is paid, you shall collect the interest and forward it to the Contractor unless otherwise directed by the Contractor.
- You are not authorized to deliver to the Contractor all or any part of the investments held by you pursuant to this agreement (or any monies derived from the sale of such investments, or the negotiation of the City's warrants) **except** in accordance with the written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto.

- In the event the City orders you, in writing, to reconvert the investments and return all monies, you shall do so within thirty (30) days of receipt of the order.
- The Contractor agrees to compensate you for your services in accordance with your current published schedule of applicable escrow fees. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any monies placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the investments and monies held hereunder, whereupon you shall be entitled to reimburse yourself from such monies for the entire amount of your fee.
- This agreement shall not be binding until signed by both parties and accepted by you.
- This document contains the entire agreement between you, the Contractor, and the City, with respect to this Escrow, and you are not a party to, nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

CONTRACTOR

Federal Tax I.D. No. _____

By: _____

Title: _____

Address: _____

DATE: _____

CITY OF LAKE STEVENS

By: _____

Title: _____

DATE: _____

THE ABOVE ESCROW AGREEMENT RECEIVED AND
ACCEPTED on the ____ day of _____, 20__.

BANK

By: _____

Title: _____

Address: _____

DISTRIBUTION:
City Clerk
Financial Institution
Contractor
File Copy



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 28, 2016

Subject: Ordinance 955 Replacing Resolution 2014-13 and establishing a Traffic Impact Fee Adjustment

Contact	Russ Wright	Budget	NA
Person/Department:	<u>Community Development Director</u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

- 1. Motion to approve Ordinance 955 adopting a revised traffic fee adjustment and repealing Resolution 2014-13.**

SUMMARY/BACKGROUND:

Following Chapter 82.02 RCW the city assesses, collects & uses impact fees to finance public facilities. The city's adopted traffic fees are based on a proportionate share of funding between the city and developers to pay for infrastructure improvements to support growth. The city has adopted a resolution supporting incentives to stimulate job creation & retail growth. The ordinance under consideration will allow adjustments to the city's traffic impact fees for the purpose of implementing the city's growth strategy; stimulating development of new businesses in subareas; replacing impact fees by increasing sales tax revenue from new mid to large-sized retailers; setting a clear duration of three years; and providing a clear nexus between adjustment & projected revenue.

The City Council has expressed an interest in revising its Traffic Impact Fee Incentive Program and replacing Resolution 2014-13 to implement the city's growth strategy, promote economic development & meet legal requirements. The major components of the proposed traffic fee adjustment follow:

- The adjustment only applies in subareas;
- The adjustment is retroactive for businesses constructed after the first incentive resolution;
- Businesses can only qualify for one adjustment;
- Adjustment is between 25% - 50% of the traffic fee depending on size and revenue generation – pro-rated portion rebated after 3 years; and
- Incentive program sunsets after 3 years

Staff has reviewed Resolution 2014-13 and is recommending the following revisions through the adoption of Ordinance 955:

1. Section 2 clarifies application requirements and adds an administrative application fee.
2. Section 3 adds a definition for new commercial retail business/center, meaning "any business or group of businesses located on a single site or complex which sells retail goods and services ..." such businesses would be eligible for consideration of a traffic fee adjustment. Original language included "a commercial retail business" which means a single business on a specific site.

3. Section 3 establishes a table for Traffic Impact Fee Adjustment eligibility based on Development Category and Anticipated Average Annual Revenue, where Large Format Retailers / Large Centers that generate \$90,000 of annual average sales tax revenue to the city over three years are eligible for an adjustment of 50% of Traffic Impact Fees and Mid-sized Retailers / Small Centers that generate \$45,000 of annual average sales tax revenue to the city over three years are eligible for an adjustment of 25%.
4. Section 4 is updated to clearly describe documentation requirement for considering eligibility and city review by the City Administrator or Designee.
5. Section 5 defines "pro-rated portion" of traffic fees, meaning "the maximum percentage of the adjustment pursuant Section 3" which is the fee deposited into a special account.
6. Section 9 is added to repeal Resolution 2014.13.
7. Section 10 provides a provision allowing any new commercial retail business/center that has received a certificate of occupancy after the adoption of Resolution 2014-13, but prior to passage of Ordinance to apply for an adjustment retroactively.

BUDGET IMPACT: Collection of Traffic Impact Fees

ATTACHMENTS:

- Exhibit A: Ordinance 955.

Exhibit A

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

Ordinance No. 955

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, ESTABLISHING A
TEMPORARY TRAFFIC IMPACT FEE ADJUSTMENT FOR A PERIOD OF
THREE YEARS TO STIMULATE GROWTH OF NEW RETAIL BUSINESSES
WITHIN ESTABLISHED SUBAREAS AND REPEALING RESOLUTION 2014-13**

WHEREAS, the city of Lake Stevens (City), Washington is a city in Snohomish County, Washington, planning under the Growth Management Act, Chapter 36.70A Revised Code of Washington; and

WHEREAS, Chapter 82.02 RCW authorizes cities planning under the Growth Management Act to assess, collect, and use impact fees to help finance public facilities needed to accommodate growth; and

WHEREAS, the City Council adopted Ordinance No. 876 effective October 8, 2012 amending Lake Stevens Municipal Code 14.112 relating to traffic impact fees establishing a traffic fee calculation; and

WHEREAS, the City issued the “Traffic Impact Fee Cost Basis for the City of Lake Stevens” Policy Memorandum on October 1, 2012; and

WHEREAS, the City established a specific traffic impact fee pursuant to Resolution No. 2013-13; and

WHEREAS, Chapter 82.02 RCW authorizes cities to adjust impact fees for future or reasonably anticipated payments to be made by new development to pay for system improvements including taxes earmarked for or pro-ratable to the particular system improvement; and

WHEREAS, the City Council adopted Ordinance No. 922 on December 8, 2014, establishing the City Council’s authority to adjust traffic impact fees;

WHEREAS, the City Council approved Resolution No. 2014-7 supporting the City’s intent to create economic development incentives to stimulate job and retail sales tax growth; and

WHEREAS, on December 8, 2014 the City Council adopted Resolution No. 2014-13, establishing a temporary traffic impact fee incentive for designated retail land use for a period of three years to stimulate growth of new retail businesses within the City; and

WHEREAS, the City Council has adopted a growth strategy for economic development that supports commercial and industrial development in defined growth centers as a central tenet of its Comprehensive Plan; and

WHEREAS, the City Council has adopted two subarea plans and is developing a third to implement its growth strategy for economic development; and

WHEREAS, the City has analyzed specific retail markets and fiscal impacts of economic development; and

WHEREAS, the City Council would like to replace Resolution 2014-13, which created a broad traffic impact fee reduction program, with a focused traffic impact fee adjustment limited to new businesses within subareas; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. Traffic Fee Adjustment. Pursuant to RCW 82.02.060(1)(b), and Lake Stevens Municipal Code 14.112.080(d), there is hereby established a temporary adjustment of traffic impact fees set forth in LSCM 14.112.080(b) for development activity that meets the criteria of Section 3.

Section 2. Application for Traffic Impact Fee Adjustment. Any developer applying for a development permit, which meets the criteria set forth in Section 3, may apply to the City Administrator or designee for a traffic impact fee adjustment. Said application shall be on forms provided by the City and shall be accompanied by all information and data the City deems necessary to process the application including an administrative application fee. To the extent authorized by law, the City shall endeavor to keep all proprietary information submitted with said application confidential; provided, however, this section shall not create or establish a special duty to do so.

Section 3. Adjustment Criteria and Methodology. To be eligible for the temporary traffic impact fee adjustment, established by this Ordinance, the applicant shall meet each of the following criteria:

- A. The new development must be a new commercial retail business/center located within an established subarea. For purposes of this section, “new commercial retail business/center” shall mean any business or group of businesses located on a single site or complex that sells retail goods and services subject to the retail sales tax provisions of Chapters 3.20, 3.28, 3.32 LSMC and Washington State Law; applies for a development permit; and is subject to the payment of traffic impact fees pursuant to Chapter 14.112 LSMC.
- B. The traffic fee adjustment applies to new commercial retail business/center based on the intensity of the development and its anticipated ability to repay prorated traffic impact fees for system improvements through future sales taxes per the following table.

<u>Traffic Impact Fee Adjustment Eligibility Table</u>		
Development Category	Average Annual Sales Tax Revenue to City	Percentage of Adjustment
Large Format Retailers / Large Centers (approximately 55,000 square feet)	\$90,000 annually for three consecutive years	50%
Mid-sized Retailers / Small Centers (approximately 15,000 square feet to 54,999 square feet)	\$45,000 annually for three consecutive years	25%

- C. The methodology for determining the fee adjustment must be based on similar store sales or other reliable data, as determined by the City, when the applicant demonstrates that the commercial retail business/center is likely to generate revenues such that the City's average annual portion of sales and use tax meets the criteria in the above table over a three-year period commencing from date when the City issues a certificate of occupancy.
- D. Any new commercial retail business/center that applies for a retail sales tax traffic impact fee adjustment shall not qualify for more than one incentive program otherwise allowed by the City.

Section 4. Administration of Traffic Impact Fee Adjustment. Upon acceptance of a complete application for a traffic impact fee adjustment, pursuant to Section 2, the applicant shall pay to the City the full amount of the traffic impact fee required pursuant to the current fees resolution as it now reads or hereafter amended along with an administrative application fee. Following full payment of the traffic impact fees, the City shall deposit and manage the fees as set forth in Section 5.

- A. The original applicant is responsible to provide the City with documentation that the new commercial retail business/center has met the City's three-year average annual portion of sales and use tax revenue, described in Section 3, within 90 calendar days following the end of the designated three-year period, commencing from the date of issuance of a certificate of occupancy. If a refund is not requested within 90 days, the adjusted portion of the traffic impact fee held pursuant to Section 5 shall immediately belong to and shall be released to the City, subject to the refund provisions of RCW 82.02.080 and LSMC 14.112.120 for impact fees not expended within 10 years. The applicant must submit the following information for refund consideration:
 - 1. Actual city portion of average annual sales tax revenues generated for each individual sales tax generating business within the designated site over the defined three-year period; and
 - 2. Unified Business Identifier (**UBI**) and name of each business including the actual revenue generation calculation.
- B. The City Administrator or designee shall determine if the average annual portion of sales and use tax revenue received by the City meets the minimum amount stated in Section 3 based on documentation provided by the original applicant within 60 days of receipt. The determination shall be based upon the sales tax reporting requirements of Chapter 3.28 LSMC and Washington State law as it now reads or is hereafter amended. After the City Administrator or designee determines eligibility the adjusted portion of the traffic impact fee held pursuant to Section 5 will be returned to the applicant as follows:
 - 1. In the event that the City's three-year average annual portion of sales and use tax revenue criteria pursuant to Section 3 has been met, as determined by the City Administrator or designee, the adjusted portion of the traffic impact fee held pursuant to Section 5 will be returned to the applicant, plus any accrued interest.
 - 2. In the event that the City's three-year average annual portion of sales and use tax revenue criteria of Section 3 has not been met, the adjusted portion of the traffic impact fee held pursuant to Section 5 shall immediately belong to and shall be released to the City; however, in cases where the applicant has met at least 75 percent of the amount set forth in Section 3B, the applicant shall receive a partial adjustment, which shall result in a refund

of 25 percent of the amount of the traffic fee adjustment paid to the city plus any accrued interest. The remainder of the funds deposited shall belong to the City and shall be released to the City upon payment of the refund to the applicant, subject to the refund provisions of RCW 82.02.080 and LSMC 14.112.120 for impact fees not expended within 10 years.

3. In the event that the City's three-year average annual portion of sales and use tax revenue criteria pursuant to Section 3 has not been met, as determined by the City Administrator or designee, the adjusted portion of the traffic impact fee held pursuant to Section 5 shall belong to the City, subject to the refund provisions of RCW 82.02.080 and LSMC 14.112.120..

Section 5. Deposit and Management of Traffic Impact Fees. The pro-rated portion of the traffic impact fee due pursuant to Section 3 shall be deposited by the City into an exclusive interest bearing account with any qualified public depository for local government, as determined by the City. The pro-rated portion is defined as the maximum percentage of the adjustment pursuant Section 3. The City shall be the account holder. Funds deposited in the exclusive account shall be used solely for payment of refunds to eligible applicants and balances, if any, to which the City is entitled. The applicant will be responsible for any fees associated with maintaining the account in relation to the funds deposited. Such fees to be deducted from any refund. All refunds and interest to which an applicant is entitled pursuant to Section 3 shall be paid by the City within 30 days of the City Administrator or designee determination of eligibility pursuant to Section 4.

Section 6. Appeals. Any applicant aggrieved by the determination of the City Administrator or designee as to whether the criteria of Section 3 have been met or the eligibility for an adjustment from LSMC 14.112.030 or the amount of refund to which an applicant is entitled to pursuant to Section 4 may file a written appeal to the Hearing Examiner as established by Chapter 2.48 LSMC and LSMC 14.16A.350. The Hearing Examiner is hereby specifically authorized to hear and decide such appeals and the decision of the Hearing Examiner shall be final action of the City and subject to appeal pursuant to LSMC 14.16B.140 for a Type I application.

Section 7. Application of Sales and Use Tax Revenue from Businesses Which Receive an Adjustment or Partial Adjustment. All sales and use taxes received by the City from applicants who receive an adjustment or partial adjustment from the requirements of this title shall be deposited in a special account to be administered by the City for three years. Said amounts shall only be expended for purposes authorized by and in accordance with the provisions of this Ordinance and the provisions of the City's transportation capital improvement plan. All sales and use tax revenues in excess of the amount of the taxpayer's adjustment to traffic impact fees received by the City from the applicant may be deposited in the City's general fund and may be expended for any lawful purpose as directed by the City Council.

Section 8. Severability. If any section, sentence, clause or phrase of this Ordinance should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 9. Repealer. This Ordinance hereby repeals and replaces Resolution 2014-13 to provide traffic adjustments.

Section 10. Effective Date. This Ordinance shall take effect immediately upon passage by the Lake Stevens City Council and shall automatically terminate three (3) years from the date of passage of this Ordinance unless otherwise extended by an Ordinance of the Lake Stevens City Council. Any new commercial retail business/center that has received a certificate of occupancy after the adoption of

Resolution 2014-13, but prior to passage of Ordinance shall be eligible to apply for an adjustment retroactively.

PASSED by the City Council of the city of Lake Stevens this 28thday of June, 2016.

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** June 28, 2016

Subject: Ordinance 957 Business Licenses

Contact Person/Department: Russ Wright
Community Development Director **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Motion to adopt Ordinance 957 transferring the responsibility of administering business licenses from the City Clerk to the Planning and Community Development Department

SUMMARY: To increase efficiency and predictability in permitting and licensing, the Finance Director/City Clerk and Community Development Director propose to shift the responsibility of administering business licenses from the City Clerk to the Planning and Community Development Department. Historically, Planning and Community Development staff have taken the lead reviewing and coordinating business licenses with the Clerk's office and other departments. The proposed changes only relate to the modification in administration and include updated references to the Department of Licensing and Business Licensing Services. After the program is re-established with Planning and Community Development, staff will monitor the process and may make procedural recommendations in the future, as warranted. The final ordinance presented to Council may have minor changes following City Attorney review.

APPLICABLE CITY POLICIES: Chapters 4.04, 4.08, 4.12, 4.20, and 4.40 LSMC

BUDGET IMPACT: None

ATTACHMENTS:

1. Draft Ordinance 957

Attachment 1

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

ORDINANCE NO. 957

AN ORDINANCE OF THE CITY OF LAKE STEVENS AMENDING CHAPTERS 4.04, 4.08, 4.12, 4.20, and 4.40 OF THE LAKE STEVENS MUNICIPAL CODE AS THESE CHAPTERS RELATE TO THE ADMINISTRATION OF BUSINESS LICENSES; TRANSFERRING THE RESPONSIBILITY OF BUSINESS LICENSES FROM THE CITY CLERK TO THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT; UPDATING REFERENCES TO THE DEPARTMENT OF LICENSING; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the city of Lake Stevens (City) permits local business licenses in coordination with the Washington State Department of Licensing.

WHEREAS, the City Clerk has been responsible for coordinating the review and approval of local business licenses as a code responsibility.

WHEREAS, the City would like to transfer the code responsibility for coordinating the review and approval of local business licenses to the Planning and Community Development Department to improve customer service.

WHEREAS, the City wishes to update references to the Department of Licensing and Business Licensing Services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DO ORDAIN AS FOLLOWS:

SECTION 1. Approval. Chapters 4.04, 4.08, 4.12, 4.20, and 4.40 LSMC are hereby amended, as depicted in Exhibit A and incorporated by this reference as if set forth in full.

SECTION 2. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 28th day of June 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathleen Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading:

Published:

Effective:

Exhibit A

Chapter 4.04

BUSINESS LICENSES AND REGULATIONS

Sections:

- [4.04.010](#) Purpose
- [4.04.020](#) Definitions
- [4.04.030](#) License Required
- [4.04.040](#) Exemptions
- [4.04.050](#) Planning and Community Development Department City Clerk as License Officer
- [4.04.060](#) Procedure for Obtaining License
- [4.04.070](#) Procedure for Issuance of License
- [4.04.080](#) License Fees
- [4.04.090](#) Term and Renewal of License
- [4.04.100](#) License Late Penalty
- [4.04.110](#) License Posting and Change of Address
- [4.04.120](#) License Transferability - Sale of Business
- [4.04.130](#) Canvassers, Peddlers and Solicitors
- [4.04.140](#) Temporary Businesses
- [4.04.150](#) Suspension or Revocation of License - Grounds
- [4.04.160](#) Appeal and Hearing
- [4.04.170](#) Subsequent Application
- [4.04.180](#) Examinations of Business Premises
- [4.04.190](#) Mailing of Notices
- [4.04.200](#) Excise Tax Reporting
- [4.04.210](#) Violations
- [4.04.220](#) Penalties

4.04.010 Purpose.

The purpose of business licensing and regulations is to provide a means for obtaining public information, compile statistical information on existing and new businesses in the City, ensure the legal conduct of businesses, and assist in the effective administration of City ordinances relating to health, fire and building codes, zoning and other codes of the City.

4.04.020 Definitions.

For the purpose of this chapter and unless otherwise declared or clearly apparent from the context, the following definitions shall be applied:

“Business” shall include without limitation:

- (1) All activities, occupations, pursuits, sales, services or professions, engaged in or in premises located within the City with the object of gain, benefit, advantage or profit to the business enterprise or person or to another person or class, directly or indirectly, regardless where their permanent location of business is located;
- (2) The rental and/or leasing of commercial or industrial properties;
- (3) Business activities of nonresident businesses and specifically:
 - (i) Sales or services that are solicited or performed by the physical presence of business representatives within the City;
 - (ii) General and specialty contractors who perform work in or on premises located within the City.

“Canvasser” means any person who goes from place to place or approaches individuals within the City seeking contributions or donations to private causes or tax exempt charities, or seeks opinions, preferences or other information for commercial purposes. “Canvassing” means to engage in such action.

“City” means the City of Lake Stevens.

~~“City Clerk” means the City Clerk for the City or the Clerk’s designee.~~

“Employee” means any person employed at any business location within the City, and/or any person furnishing and/or performing services within the City, and in addition thereto shall include all persons who are self-employed.

“Engage in” or “engaging in” means commencing, conducting or continuing in any business activity including soliciting business within the City or using either a business telephone number or business address within the City. It also includes the exercise of corporate or franchise powers as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

“Nonresident business” means any business which is not occupying a fixed place of operation within the City.

“Person” means any individual, partnership, corporation or other entity or group of persons however organized.

“Planning and Community Development Department” means the city department responsible for providing professional planning services including current planning, long range planning, building and businesses licenses.

“Planning and Community Development Department Director” means the director charged with oversight of the Planning and Community Development Department or designee.

“Premises” is meant to include all lands, structures and places, and also any personal property which either is affixed to, or is used in connection with any such business conducted on such premises.

“Solicitor or peddler” means any person who goes from place to place or approaches individuals within the City attempting to take orders for any goods, wares or merchandise, including books, periodicals, magazines or personal property of any nature whatsoever for present or future deliveries, whether such person has, carries or exposes a sample of such goods, wares and merchandise or not, or whether such person is collecting advance payment on such sales or not. “Soliciting or peddling” means to engage in such action.

“Taxpayer” includes any individual, group of individuals, corporation or association required to have a business license hereunder, or liable for any license fee or tax, for the collection of any license fee or tax, for the collection of any business fee or tax hereunder or who engages in any business, or who performs any act, for which a license fee or tax is imposed by this chapter.

“Temporary business” means businesses having a transitory nature or fixed duration and operating from a fixed location within the City for not more than 60 days within any calendar year including but not limited to the following:

- (1) Circuses, carnivals, rodeos, fairs or similarly transient amusement or recreational activities;
- (2) Christmas tree sales lots and flower stands;
- (3) Indoor or outdoor special sales, including swap meets, flea markets, parking lot sales, warehouse sales or similar activities;
- (4) Temporary stands for the sale of items such as food, toys, jewelry, goods, art, crafts and firewood.

Words in the singular number shall include the plural, and the plural shall include the singular. Words of one gender shall include the other gender. (Ord. 750, Sec. 1, 2007)

4.04.030 License Required.

It is unlawful for any person to conduct, operate, engage in or practice any business within the City without first obtaining or maintaining a valid business license issued under the provisions of this chapter.

- (a) Single Business - Multiple Locations. If a business actively operates from more than one location in the City, a separate license shall be required for each location, provided however, warehouses,

distributing plants and/or storage yards used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be a separate place of business. Location of such warehouse, distributing plants and/or storage yard shall be provided to the City Clerk Planning and Community Development Department, and must comply with the provisions of all City codes.

(b) Single Location - Multiple Nature of Business. If more than one separate business is conducted on a single premises within the City, a separate license shall be required for each business.

(c) Applicability to Subcontractors. All subcontractors shall be subject to this chapter and shall obtain a separate license as provided in this chapter, and they are not privileged to operate under the prime contractor's license.

(d) Firms with Two or More Licensed Members. Whenever a firm is established in any of the various professions in which two more members of the firm are licensed under State law to practice such profession, a separate license shall be required for each member.

(e) Businesses Located Outside the City Limits. As to any businesses located outside the City and furnishing and performing services within the City, a business license shall be required, provided one or more employees of said business perform any part or all of their duties within the City.

(f) Neither the filing of an application for a license or the renewal thereof, nor payment of any application or renewal fee, shall authorize a person to engage in or conduct a business until such license has been granted or renewed.

(g) Marijuana producers, processors and retail facilities are subject to licensing, fees and building permit requirements. (Ord. 908, Sec. 1, 2014)

4.04.040 Exemptions.

(a) The following shall be required to submit a completed license application to the City Clerk Planning and Community Development Department to determine if they are exempt from the licensing requirements, but shall not be required to pay a license fee:

(1) All honorably discharged veterans exempt from paying license fees as provided in RCW [73.04.050](#), Right to peddle, vend, sell goods without license - License fee on business established under act of congress prohibited, and RCW [73.04.060](#), Right to peddle, vend, sell goods without license - Issuance of license, as the same exist or may hereinafter be amended.

(2) Sales of any fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meat, etc., or other farm products or edibles raised, caught, produced, or manufactured within the State of Washington and sold by the farmer or gardener raising, catching, producing or manufacturing the same.

(b) The following shall be exempt from the licensing provisions of this chapter:

(1) Nonprofit and not-for-profit activities and fundraising sales carried on by religious, charitable, educational, benevolent, fraternal or social organizations which have been determined by the Internal Revenue Service (IRS) of the United States to be exempt from the payment of income tax;

- (2) Nonprofit and not-for-profit activities and fundraising sales carried on by corporations registered as nonprofit by the Secretary of State's Office;
- (3) Casual sale of items of personal property where the person conducting such sale is not regularly engaged in the business of selling items of personal property (for example, garage sales, service agency bake sales); such sales shall not exceed four sales per year;
- (4) Public utility companies, or any instrumentality of the United States, State of Washington, or political subdivisions thereof with respect to the exercise of governmental functions;
- (5) All special events including vendors in a temporary bazaar or community fair for which a land use permit has been issued to the sponsor thereof as defined in Section [14.16C.065](#), Events, and Section [14.40.010](#), Table of Permissible Uses, of Title [14](#), Land Use Code;
- (6) Minors engaged in baby-sitting, delivery of newspapers, lawn mowing, car washing, and similar activities where no other person is employed by the minor;
- (7) Any nonresident business where the only event occurring within the City is the mere delivery of goods or merchandise sold at business premises located outside of the City;
- (8) Any nonresident business where the only event occurring within the City is the mere rental of a postal box located at the United States Post Office facility within the City; provided, however, that any person claiming such an exemption shall provide the ~~City Clerk~~ Planning and Community Development Department with a copy of a valid and current business license issued by the jurisdiction in which the business has a fixed location to qualify for said exemption;
- (9) Sales conducted as fundraisers for youth athletic, scouting, or educational organizations. By way of illustration and not limitation, these organizations may include Boy Scouts and Girl Scouts, youth soccer, basketball, football, softball, and other youth athletic organizations. (Ord. 811, Sec. 8, 2010; Ord. 750, Sec. 2, 2007)

4.04.050 Planning and Community Development Department ~~City Clerk~~ as License Officer.

The ~~City Clerk~~ Planning and Community Development Department in coordination with the Washington State Department of Business Licensing's Master License Services shall collect all license fees, process applications and issue licenses in the name of the City to all persons qualified under the provisions of this chapter and shall:

- (a) Adopt all forms and prescribe the information to be provided;
- (b) Investigate and determine the eligibility of any applicant for a license as prescribed herein;
- (c) Notify any applicant of the acceptance or rejection of the application;
- (d) Ensure that each license is numbered, and shows the business name, location, the name of the licensee authorized to conduct or engage in business and the expiration date of the license. (Ord. 750, Sec. 3, 2007)

4.04.060 Procedure for Obtaining License.

(a) Application for a business license shall be made by filing a ~~master~~ application through the ~~State Department of Licensing's Master License Service~~ Washington State Business Licensing Services, in coordination with the ~~City Clerk~~ Planning and Community Development Department, giving such information as is deemed reasonably necessary to enable the enforcement of this chapter. Persons applying for a license must pay fees as established by the City Council by periodic resolution, and the ~~Department of Licensing's Master License Service's~~ Washington State Business Licensing Services handling fee. A business license must be approved by the City before a business commences operation within the City. The application may include the following information:

- (1) The nature of the business, its proposed address and telephone number;
 - (2) The names, addresses and telephone numbers of all owners or officers of the business (or their registered agent);
 - (3) The number of employees employed by the business and emergency notification information;
 - (4) The State tax identification number and/or copy of State contractor's license;
 - (5) Copy of the Snohomish County Health District permit (if applicable);
 - (6) Any other information required by the ~~City Clerk~~ Planning and Community Development Department or any other City official as may be deemed reasonably necessary to determine compliance with this chapter or other applicable codes.
- (b) If the applicant or the business applying for a license is regulated, licensed or certified by any other governmental agency or professional association, the application must include written evidence of good standing with the regulatory authority. In such cases the continuing validity of the City business license shall be conditioned upon compliance with the requirements of the regulatory authority.
- (c) No person shall engage in any business for which a license is required under this section without being registered and licensed in compliance with the provisions of this chapter; nor shall any person holding such a business license suffer or allow any other person for whom separate license is required to operate under or display his license.
- (d) The application for a license shall be accompanied by the full amount of the fee chargeable including ~~Master~~ Washington State Business License Services handling fee and late penalties, if applicable, for such license.
- (e) Issuance of a business license shall not relieve the applicant from the need to comply with all other applicable City ordinances.
- (f) Certain information on business license applications is protected from public disclosure by RCW [42.17.310](#), entitled "Certain personal and other records exempt."
- (g) The City's decision to issue or the issuance of a business license shall not be construed as permission or acquiescence to conduct a prohibited activity or other violation; and the City shall not be

held liable for the actions of any licensed business by virtue of having issued a license to conduct business. (Ord. 750, Sec. 4, 2007)

4.04.070 Procedure for Issuance of License.

(a) After receiving a completed application for a business license, the ~~City Clerk~~ Planning and Community Development Department Director or designee may forward a copy of the application to the Planning, Building, Police, and Fire Departments and any other appropriate department which have the duty of enforcing all City regulations and ordinances.

(b) The departments shall review the completed application and obtain additional information from the applicant as needed, inspect the premises proposed to be operated when deemed necessary, and shall make written verification to the ~~City Clerk~~ Planning and Community Development Department that such application and premises comply with the codes of the City. No license may be issued without such verification.

(c) An application for a business license shall be denied if:

(1) It contains a material omission of fact, misrepresentation or fraud;

(2) The applicant has been convicted of a felony and if the time elapsed since the felony is less than 10 years and the felony for which the applicant was convicted directly relates to the specific business for which the license is sought. Applicants who have a current State license to operate a marijuana facility and who have applied for a business license to operate a marijuana business are subject to Washington State Liquor Control Board rules regarding felony convictions;

(3) The premises on or in which the business will be operated violates a building, zoning, fire or any other applicable law of the City;

(4) The applicant has not received or has been denied a land use permit to operate the proposed business at the address proposed;

(5) The business for which the license is sought will result in a danger to the public health, safety or welfare, or the violation of any Federal (except for current state-licensed recreational marijuana producers, processors or retailers), State or local law, ordinance or regulations; or

(6) The applicant has had a similar license revoked by the City within a period of one year prior to the date of making application for a license hereunder; provided, that any applicant denied a license under the provisions of this chapter may reapply if and when the reasons for denial no longer exist.

(d) After review and approval of the completed application by all of the appropriate departments, the ~~Washington State of Licensing's Master Business License Services~~ in coordination with the ~~City Clerk~~ Planning and Community Development Department shall issue the applicable license or licenses authorized by this chapter.

(e) The decision of the City regarding issuance or denial of an applicant's initial business license shall be rendered within 90 days of the date of filing of the completed application, unless an extension is requested by the applicant or the City.

(f) When the City determines that there is cause for denial of any business license application, the ~~City Clerk~~ Planning and Community Development Department Director or designee shall notify the applicant by certified mail, return receipt requested, of the City's decision. Notice mailed to the address on file shall be deemed received three days after mailing. The notice shall specify the grounds for the denial. The applicant affected thereby shall have the right to appeal such action by filing a notice of appeal with the ~~City Clerk~~ Planning and Community Development Department as provided in Section [4.04.160](#), Appeal and Hearing. (Ord. 908, Sec. 2, 2014; Ord. 750, Sec. 5, 2007)

4.04.080 License Fees.

(a) Fees for business licenses are established by the City Council pursuant to such periodic resolution as the Council from time to time updates and approves and by the Washington State Department of Licensing's Master Business License Services for the handling fee. The City license fee may be prorated as necessary to conform to Section [4.04.090](#).

(b) Establishments that include live music and/or dance entertainment and games shall pay additional annual fees as established by Council resolution.

(c) The license fees herein levied shall be in addition to any other fees or taxes imposed or levied in any other ordinance or title of this code, except as herein otherwise provided.

(d) City business license application fees are nonrefundable. (Ord. 824, Sec. 1, 2010; Ord. 750, Sec. 6, 2007)

4.04.090 Term and Renewal of License.

(a) Each City license issued shall have an expiration date as determined by the Department of State Licensing's Master License Service, in coordination with the City. The City license may be prorated to coordinate with the expiration date assigned by the ~~Master~~ Washington State Business License Services.

(b) Licensees shall submit renewal applications and applicable fees by the date assigned by the ~~Master Business License Service~~. License renewals are handled by the Washington Department of State Business Licensing's Master License Services in coordination with the City. Renewal of the City license requires payment of fees including handling fees. Businesses not renewing their business license by the expiration date may be subject to a late renewal penalty charged by the Master License Service. (Ord. 824, Sec. 2, 2010; Ord. 750, Sec. 7, 2007; Ord. 732, Sec. 1, 2006)

4.04.100 License Late Penalty.

(a) As to any business commenced during the year, such annual license fee shall be due and payable on the first day that such business is transacted or carried on. Failure to pay the license fee within 30 days of the date on which it is due and payable shall render the taxpayer subject to a penalty of 100 percent of the amount of the license fee for the first month of delinquency, and an additional penalty of 100

percent for each succeeding month of delinquency, but not exceeding a total penalty of 500 percent of the total amount of such license fee, in any event.

(b) For any renewal license application submitted after the applicable date required in Section [4.04.090](#), Term and Renewal of License, there is assessed and there shall be collected by the ~~City Clerk~~ Planning and Community Development Department, in addition to the required license fee, a delinquency charge of 100 percent of the license fee for each month or part of a month occurring between the time such application is submitted and time when the same should have been submitted under the provisions of Section [4.04.090](#), Term and Renewal of License, but not exceeding a total penalty of 500 percent of the total amount of such license fee, in any event.

4.04.110 License Posting and Change of Address.

(a) Every license granted under this chapter shall be kept on their person or posted in a conspicuous location in the place of business of the licensee.

(b) Licensee shall notify the ~~State Department of Business Licensing's Master License Services~~ in writing of any change in location of a fixed place of business or mailing address within 15 calendar days of such change. The ~~City Clerk~~ Planning and Community Development Department may require the licensee to complete a new business license application and submit same for review as outlined in Section [4.04.060](#), Procedure for Obtaining License.

(c) Upon receipt of notification of address change and approval of a business license application, if required, a license for the new location will be issued upon receipt of the license fee. (Ord. 750, Sec. 8, 2007)

4.04.120 License Transferability - Sale of Business.

(a) All licenses issued pursuant to this chapter are nontransferable.

(b) Upon the sale or transfer of any business which is licensed pursuant to this chapter, the license issued to the prior owner shall automatically expire on the date of such sale or transfer and the new owner shall apply for and obtain a new business license prior to engaging in, conducting or operating the business by filing a master application with the Washington State Business Master Licensing Services, in coordination with the ~~City Clerk~~ Planning and Community Development Department. (Ord. 824, Sec. 3, 2010)

4.04.130 Canvassers, Peddlers and Solicitors.

(a) No canvasser, peddler or solicitor shall engage in canvassing, peddling or solicitation activities between the hours of 8:00 p.m. and 9:00 a.m.

(b) No peddler or solicitor shall engage or attempt to engage in the business of peddling at any home, residence, apartment complex or business that prominently displays a "No Peddlers" or "No Solicitors" sign or any other similar sign that communicates the occupants' desire to not be contacted by peddlers or solicitors. Any person failing to comply with this section shall be in violation of this chapter and shall also be subject to criminal prosecution under RCW [9A.52.080](#).

(c) Applicants shall provide the Police Department with a written application describing the proposed business in detail and specifically including as a minimum the following information:

(1) The name and address of the applicant, date of birth, Social Security number and also the name of the true owner if the applicant is not such true owner of the services, goods, wares or merchandise to be sold or exhibited for sale or rent;

(2) The name and address of the employer or the applicant or the person with whom the applicant is associated and the length of such employment or association;

(3) An estimate of the length of time and a statement of the exact location or parts of the City in which the applicant will pursue the activities in question;

(4) If a vehicle is to be used, description of the same together with the license number and all other means of identification;

(5) A copy of the applicant's picture identification taken within 60 days immediately prior to the date of filing of the application which picture shall be two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner;

(6) The applicant shall allow the Police Department to take fingerprints of the applicant;

(7) Applicants with a proposed, fixed location shall provide the following information:

(i) Available parking;

(ii) Proposed fire safety features;

(iii) Proposed lighting; and

(8) All applicable requirements listed under Section [4.04.060](#), Procedure for Obtaining License.

(d) The Chief of Police or designee shall review the application and ~~prepare~~ prepare ~~provide~~ a written ~~report~~ verification of approval or denial. The Chief of Police's report shall address his/her concerns and shall specifically address but is not limited to the issues of public safety, pedestrian traffic, vehicular traffic, public disturbance and noise concerns. The Chief of Police or designee shall grant, deny or condition the license based on the written report to the applicant within 10 days of the City's receipt of the license application.

(e) It is unlawful for any canvasser, peddler or solicitor to operate in a congested area where such operation may impede or inconvenience the public use of such street, alley, sidewalk or right-of-way. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, is conclusive as to whether the area is congested and the public impeded or inconvenienced.

(f) It is unlawful for any canvasser, peddler or solicitor to occupy any property or structure for the purpose of selling, renting, or delivery of goods, wares or merchandise within the City without prior approval of said structure or property by the City. It is the responsibility of the licensee to assure that approval of each specific structure or property is clearly listed on any license issued under this chapter.

(g) ~~Business license or a certified copy thereof~~ Solicitor's license badge shall be carried at all times by each licensee and/or all of the licensee's employees, agents or representatives for whom issued when peddling, soliciting or canvassing within the City and shall be displayed along with photo identification upon request by any prospective customer or law enforcement officer.

(h) License fees shall be set by resolution and fees associated with any City background checks shall be paid by the applicant. (Ord. 824, Sec. 4, 2010)

4.04.140 Temporary Businesses.

(a) Any person who engages in temporary business activities within the City shall submit an application to the ~~City Clerk~~ Planning and Community Development Department for a business license at least 10 business days prior to engaging in such activities. The application shall be made on forms provided by said officer, and may include the following:

- (1) The nature of the temporary business including the type of goods and/or services to be sold and the proposed location;
- (2) The applicant's full name, birth date, phone number and permanent residence or business address;
- (3) The names, addresses and telephone numbers of all owners or officers of the business (or their registered agent);
- (4) The anticipated dates and time of day in which the temporary business will be conducted;
- (5) A written rental or lease agreement with the legal owner of the premises upon which the business shall be located, if applicable;
- (6) Drawings and/or a detailed narrative description of any structures to be placed upon the premises in connection with the business;
- (7) Any other information required by the ~~City Clerk~~ Planning and Community Development Department or any other City official as may be deemed reasonably necessary to determine compliance with this chapter or other applicable codes;
- (8) A valid land use permit pursuant to Lake Stevens Municipal Code Title 14, if required.

(b) Temporary business licenses issued pursuant to the provisions of this section shall be valid for 30 consecutive days at a fixed location and may be renewed by paying the applicable license fee as set by resolution and submitting a written request for the renewal to the ~~City Clerk~~ Planning and Community Development Department; provided, however, in no event shall a temporary business operate within the City for more than 60 days, whether consecutive or nonconsecutive, within any calendar year.

(c) Any person granted a license under this section shall exhibit their license at the request of any prospective customer or law enforcement official.

4.04.150 Suspension or Revocation of License - Grounds.

(a) Depending upon the severity of any public health and safety problem presented by a violation of this chapter and based upon the recommendation of the appropriate department head, the ~~City Clerk~~ Planning and Community Development Department may suspend, deny or revoke any business license when the licensee, licensee's officers, employees or agents does any of the following:

- (1) Knowingly causes, aids, abets or conspires with another to cause any person to violate any of the laws of this State, or the City which may affect or relate to the licensee's business;
- (2) Has obtained a license or permit by fraud, misrepresentation, concealment or through inadvertence or mistake;
- (3) Has been convicted of a felony and if the time elapsed since the felony is less than 10 years and the felony for which the licensee was convicted directly relates to the specific business for which the license was sought, except for business licenses issued to operators of a marijuana facility who have a current State license to operate a marijuana facility, which are subject to the Washington State Liquor Board rules;
- (4) Violates Lake Stevens Municipal Code Title [14](#), Land Use Code;
- (5) Engages in unfair or deceptive acts or practices in the conduct of the business, operated the business in such a manner as to constitute breach of the peace, or menace to the health, safety or general welfare of the public; or
- (6) Fails to renew a business license within 90 days after the expiration date of the license.

(b) When the City determines that there is cause for suspending, denying or revoking any license issued pursuant to this chapter, the ~~City Clerk~~ Planning and Community Development Department shall notify the person holding such license by certified mail, return receipt requested, of the City's decision. Notice mailed to the address on file shall be deemed received three days after mailing. The notice shall specify the grounds for the suspension, denial or revocation. The suspension, denial or revocation shall become effective 10 days from the date the notice is delivered or deemed received unless the person affected thereby files a written request with the City within such 10-day period of a hearing before the City Council or to such other hearing body as may hereafter be established by the City Council.

(c) It is unlawful for any person whose license has been revoked, denied or suspended, to keep the license issued to him/her in his/her possession or under his control, and the same shall immediately be surrendered to the City Clerk Planning and Community Development Department. When revoked or denied, the license shall be cancelled, and when suspended the ~~City Clerk~~ Planning and Community Development Department shall retain the same during the period of suspension.

(d) A business license revoked/terminated for failure to pay the annual license fee may be reinstated if payment of the amount due, together with any penalties due thereon, is made within 10 days of the date of notice, but may also require reapplication for the City license and approval by the City before the revoked/terminated business may continue operation within the City. (Ord. 908, Sec. 3, 2014; Ord. 824, Sec. 5, 2010)

4.04.160 Appeal and Hearing.

- (a) Any person aggrieved by the action of the City in denying, refusing to renew, suspending or revoking any license under this chapter shall have the right to appeal such action to the City Council or to such other hearing body as may hereafter be established by the City Council for the hearing of such appeals, by filing a notice of appeal with the City Clerk Planning and Community Development Department within 10 calendar days after receiving notice of the action from which the appeal is taken.
- (b) If the decision of the City is appealed, the action of the ~~City Clerk~~ shall be stayed unless continued operation of the business would cause imminent risk of harm to public health, safety or welfare.
- (c) Upon receipt of a notice of appeal, the ~~City Clerk~~ Planning and Community Development Department shall schedule a date for a public hearing of such appeal within 30 calendar days.
- (d) The City Council shall hear testimony, take evidence, and may hear oral argument and receive written briefs.
- (e) The decision of the City Council or other hearing body shall be final unless appealed, by the filing of an appropriate action to the Snohomish County Superior Court within 10 calendar days of the date the decision is entered. Appellant shall pay the cost of reproduction of the record transcript.
- (f) In the event the applicant or licensee does not follow the procedures within the time periods set forth above, the license of the person shall be denied, suspended or revoked and that action shall be final.

4.04.170 Subsequent Application.

The applicant may resubmit an application previously denied or suspended upon submission of adequate proof to the Council that the reasons for an original denial or suspension have been corrected. A new registration shall accompany any re-application.

4.04.180 Examinations of Business Premises.

City officials shall have the authority to investigate and examine all places of business licensed or subject to license under this chapter at any reasonable time for the purpose of determining whether such place of business complies with the provisions of this chapter.

4.04.190 Mailing of Notices.

Unless as herein otherwise provided, notices required by this chapter to be mailed to any person shall be sent by ordinary mail, addressed to the address of the applicant as shown by the record of the ~~City Clerk~~ Planning and Community Development Department, or if no such address is shown, to such address the ~~City Clerk~~ Planning and Community Development Department is able to ascertain by reasonable effort. Failure of the person to receive such mail notice shall not release the person from any fees or penalties thereon, nor shall such failure operate to extend any time set by the provisions of this chapter.

4.04.200 Excise Tax Reporting.

All persons, firms and corporations who perform labor, services and construction within the City (as provided in Rule II, WAC [458-20-145](#)) shall report the City "Location Code Number 3109" on their excise tax returns to the State of Washington, Department of Revenue.

4.04.210 Violations.

- (a) Each annual license fee herein provided for shall become due and payable each year on the date determined by the State Department of Licensing's ~~Master License Services~~, in coordination with the City.
- (b) If any taxpayer fails, neglects or refuses to file application for a business license and to pay any license fee as and when required herein, the ~~City Clerk~~ Planning and Community Development Department is authorized to mail notice to such taxpayer of the amount of the license fee and any penalties provided. The amounts determined thereon shall thereupon become the license fee and shall remain immediately due and payable.
- (c) Any license fee or tax due, unpaid, and delinquent under this chapter, and all penalties thereon, may be collected by civil action, which penalty shall be in addition to any and all other existing remedies and penalties. (Ord. 750, Sec. 9, 2007; Ord. 732, Sec. 2, 2006)

4.04.220 Penalties.

- (a) Any person violating or failing to comply with any of the provisions of this chapter or any lawful rule or regulation adopted by the City Council pursuant thereto with the exception of the provisions of Section [4.04.100](#) regarding license late penalties, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished in an amount not to exceed \$1,000 or by imprisonment for a term not exceeding 90 days, or by both such fine and imprisonment, which penalty shall be in addition to any other penalties provided for herein.
- (b) Any taxpayer who engages in or carries on any business subject to a tax hereunder without having his business license, shall be guilty of a separate violation of this chapter for each day during which the business is so operated.
- (c) On any violation on reporting of excise tax, the amount of local sales and use taxes due the City shall be paid to the City by the violator, together with a penalty of 100 percent in addition to all other penalties, fines and remedies provided in this chapter.
- (d) Nothing in this chapter limits the right of the City to pursue other lawful, criminal, civil or equitable remedies to abate, discontinue, correct or discourage unlawful acts under or in violation of this chapter. (Ord. 553, 1997; Ord. 302, 1987; Ord. 145, 1976; Ord. 189, 1980)

Chapter 4.08

VEHICLES FOR HIRE

Sections:

- [4.08.010](#) Purpose
- [4.08.020](#) City License Required
- [4.08.030](#) License Fee - Required
- [4.08.040](#) License Term - Expired
- [4.08.050](#) Liability Insurance
- [4.08.060](#) Owner's and Driver's Qualification For-Hire Business License Issuance, Renewal, Suspension and Revocation
- [4.08.070](#) Cause for License Revocation
- [4.08.080](#) Vehicle Inspection
- [4.08.090](#) Required Vehicle Equipment
- [4.08.100](#) Posting of Rate Required
- [4.08.110](#) Record of Fares
- [4.08.120](#) Violations and Penalties

4.08.010 Purpose.

The City of Lake Stevens declares it necessary to regulate and to limit the number of operators and vehicles permitted to carry passengers for hire within the City to ensure the safety and welfare of the general public.

4.08.020 City License Required.

- (a) It is unlawful for any person, firm or corporation or any other organization to hold out, advertise, solicit, operate, drive or use any vehicle as a for-hire vehicle in the City without having first obtained the licenses required pursuant to the provisions of this chapter.
- (b) The provisions of this chapter shall not apply to motor vehicles operated by any municipal or privately owned nonprofit transit system.

4.08.030 License Fee - Required.

- (a) No automobile or motor vehicle shall be used in the City as a taxicab in carrying passengers for hire or offered therein to the public for hire in the carrying of passengers except upon payment of a license fee and the granting by the City Council of the City a license thereof as herein provided.
- (b) The license fees are fixed by the City Council and contained in the fees resolution.
- (c) The fees set forth in this schedule are nonrefundable.

4.08.040 License Term - Expired.

All licenses issued under this chapter shall expire annually on the date determined by the Washington State Department of Licensing's Master License Services, in coordination with the City. The City license may be prorated to coordinate with the expiration date assigned by the ~~Master License Service~~. Licensees shall submit application renewal fees within date assigned by the ~~Master~~ Washington State Business Licensing Services. (Ord. 750, Sec. 10, 2007; Ord. 732, Sec. 3, 2006)

4.08.050 Liability Insurance.

- (a) Prior to the issuance of any for-hire vehicle business license, every applicant shall file with the ~~City Clerk~~ Planning and Community Development Department proof of compliance with Chapter 46.72 RCW as now or hereafter amended. In addition, the applicant shall file with the ~~City Clerk~~ Planning and Community Development Department proof of insurance coverage of all applicant's lessees.
- (b) Such insurance as required in this chapter shall be maintained in full force and effect for the period to be covered by the license applied for, and failure to do so shall result in automatic suspension.
- (c) Applicant shall submit a certificate of insurance to the City at the time of license application indicating compliance with the insurance requirements set forth herein and naming the City as an additional insured on the insurance coverage.

4.08.060 Owner's and Driver's Qualification For-Hire Business License Issuance, Renewal, Suspension and Revocation.

It is unlawful to own or operate a for-hire vehicle, or engage in the business of operating as a taxicab or for-hire vehicle in the City without first having obtained a business license from the ~~City Clerk~~ Planning and Community Development Department.

- (a) A license will be denied to any person if the ~~City Clerk~~ Planning and Community Development Department, after due investigation, finds that the applicant or the owner has done any of the following:
 - (1) Made any false statement on the application or omitted information required on the application;
 - (2) Exhibited conduct within the past five years in driving, operating or engaging in the business of operating any for-hire vehicle which would lead the ~~City Clerk~~ Planning and Community Development Department to reasonably conclude that the applicant will not comply with ordinance requirements relating to vehicle safety and sanitation standards, insurance requirements or vehicle and driver licensing requirements;

- (3) Been refused a for-hire license or had such license revoked under the provision of this chapter; provided, however, that any applicant denied a license under the provisions of this chapter may reapply after one year from the denial if the basis for the denial no longer exists;
- (4) Engaged in the business of operating any for-hire vehicle for which a license is required, while unlicensed or on a license suspension;
- (5) Used, or authorized to be used, a trade name, color scheme or other identification upon a for-hire vehicle or in any advertising or public listing, which was likely to be confused with the registered trade name, scheme or identification of another licensee or which tended to deceive or mislead the public as to the type of service offered;
- (6) Failed to provide insurance coverage as required in this chapter;
- (7) Been determined to be unfit to conduct the business.
- (b) A for-hire vehicle business must:
 - (1) Maintain in full force and effect the insurance required in this chapter;
 - (2) Comply with the safety and sanitation requirements of this chapter;
 - (3) Vehicles must be equipped and in safe condition as required by City ordinance and the requirements of this chapter, as now or hereafter amended;
 - (4) Vehicles must be equipped with seat belts for all passengers;
 - (5) Provide truthful and complete information on the application; or,
 - (6) Keep accurate records, documents or information as prescribed hereunder;
 - (7) Will engage in fair methods of competition;
- (8) Businesses will employ drivers with the following qualifications:
 - (i) Must be at least 18 years of age;
 - (ii) Must possess a valid State of Washington motor vehicle operator's license;
 - (iii) Be able to read, speak and write the English language;
 - (iv) Must possess a valid first aid and CPR card;
 - (v) Be free of a conviction or bail forfeiture for a gross misdemeanor or felony within five years of the date of application, or a conviction or bail forfeiture for a lifetime disqualifying offense (felony assaults, narcotics, or sex crimes).

4.08.070 Cause for License Revocation.

See Section [4.08.060](#), Owner's and Driver's Qualifications. Comply with all ordinances of the City or the laws of the state, the violation of which reflects unfavorably on the fitness of the license holder to offer public transportation; or

4.08.080 Vehicle Inspection.

All for-hire vehicles may be inspected from time to time as determined by the chief of police in response to complaints received or observations that such is desirable, for the purpose of determining proper equipment and safety, healthy and sanitation required for for-hire vehicles and the scope of for-hire vehicles inspections, including but not limited to standards regarding cleanliness, brakes, lights, tires, glass, seat belts and any special equipment that may be required.

4.08.090 Required Vehicles Equipment.

A. Each for-hire vehicle shall be equipped and maintained at all times by the owner or operator for safety, cleanliness and lawful operation in accordance with the laws of the City and the state and shall be furnished with such equipment as the chief of police shall deem necessary for such safe operation. The chief of police shall have authority to require that routine inspections be made from time to time as he/she deems necessary and appropriate. The chief of police may promulgate inspection regulations which shall be filed in the office of the City Clerk Planning and Community Development Department. The items to be inspected shall be listed on a form to be provided by the chief of police. Each item on the list shall be in satisfactory condition before any license may be issued or renewed under the provisions of this chapter.

B. If the chief of police determines during inspection that the condition of any for-hire vehicle needs correction, he may issue to the operator or driver thereof a notice in writing specifying such defects and the same shall be remedied immediately or by a later date determined at the time of inspection. It is unlawful to fail to comply with any written notice to make corrections on the for-hire vehicle.

4.08.100 Posting of Rates Required.

A. Interior of For-hire Vehicle. The owner of every for-hire vehicle shall cause to be posted and maintained in a conspicuous location in the passenger's compartment of such vehicle a card form, size and color approved by the City on which shall be shown a schedule of rates including the listing of drop, mileage, waiting time, extras and discounts, which rates shall not be in excess of amounts fixed by this chapter.

B. Exterior of Taxis and Special Service Vehicles. A permanently affixed sign indicating the rates as set forth in this chapter shall be posted on both sides of the vehicle and be clearly readable from the side of the vehicle. The sign shall be located on the upper half of the body, below the window line affixed to the rear door; or when unavailable, placed immediately adjacent to the rear door. The lettering shall be no smaller than three-fourths inches except for one-half inch minimum for "cents" rates, and shall be on a contrasting background.

4.08.110 Record of Fares.

Every person owning or engaged in the business of operating any taxicabs or for-hire cars shall keep a record of all trips made, together with the information required upon the passenger's receipt provided for in this chapter, which record shall be open for inspection at all reasonable times by the chief of police or City attorney and shall also cause to be constantly carried in such vehicles the permits issued by the department of licenses of the state of Washington showing such vehicles to be properly bonded for the protection of the public, and also the licenses and permits issued pursuant to the City ordinances.

4.08.120 Violations and Penalties.

Any person, firm, or corporation violating any provision of this chapter shall be guilty of a gross misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$5,000 or by imprisonment not exceeding 365 days or by both such fine and imprisonment. (Ord. 554, 1997: Ord. 28, 1963)

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Chapter 4.12

PAWNBROKERS AND SECONDHAND DEALERS

Sections:

- [4.12.010](#) Purpose
- [4.12.020](#) License Required
- [4.12.030](#) Prohibited Conduct Allows License Revocation
- [4.12.040](#) Applicant Qualifications
- [4.12.050](#) Maintain Records
- [4.12.060](#) Transcript of Records to Police Department Required
- [4.12.070](#) Stolen Property
- [4.12.080](#) Consignment Property
- [4.12.090](#) Interest Fees
- [4.12.100](#) Sale of Property
- [4.12.110](#) Acts of Employees - Deemed Act of Dealer
- [4.12.120](#) Vehicle Dealers
- [4.12.130](#) Violations
- [4.12.140](#) Penalties

4.12.010 Purpose.

The City of Lake Stevens deems it necessary to regulate the business of pawnbrokers and secondhand dealers by establishing standards of control. It is the specific intent of this chapter to place the obligation of complying with its requirements upon the owners and or employees of the pawnbroker or secondhand dealer establishment. Nothing contained in this title is intended to be, nor shall be construed to create or form the basis for any liability on the part of the City or its officers, employees, or agents, for any damage resulting from the failure of any person to comply with the terms of this title on the part of the City by its officers, employees, or agents.

4.12.020 License Required.

(a) It shall be unlawful for any person to engage in the business of a pawnbroker or to conduct a pawnshop or engage in the business of secondhand dealer as those items are defined in Chapter [19.60](#) RCW, without first having obtained a license to do so to be known and designated as "pawnbroker's/secondhand dealer's license."

- (b) The license fees are fixed by the City Council and contained in the annual fee resolution.
- (c) The fees set forth in this schedule are nonrefundable.
- (d) Licenses issued pursuant to the provisions of this chapter shall expire annually on the last day of the month of the month of the original date of issue.
- (e) Licensees shall submit application renewal fees within 30 days of the expiration date. (Ord. 732, Sec. 4, 2006)

4.12.030 Prohibited Conduct Allows License Revocation.

The licensee, their employees, representatives or agents shall not:

- (a) Violate any Federal, State or City statutes, law, regulation or ordinance upon the business premises, whether or not any party has been convicted in any court of competent jurisdiction of such violations; provided, however, any court records brought before the court shall be prima facie evidence of such violations; or
- (b) Conduct, engage in or operate the business in a manner which does not conform to the ordinances of the City, including this chapter; or
- (c) Engage in unfair or deceptive acts or practices in the conduct of the business, or operate the business in such a manner as to constitute a public nuisance; or
- (d) Make any material false statement or representation, or fail to disclose any material information to the City in connection with obtaining the license necessary hereto, or any renewal thereof.

4.12.040 Applicant Qualifications.

A license will be denied to any person if the ~~City Clerk~~ Planning and Community Development Department, after due investigation, finds that the applicant or the owner has done any of the following:

- (a) Made any false statement on the application or omitted information required on the application;
- (b) Had a conviction or bail forfeiture for a gross misdemeanor or felony within 10 years of the date of application, or a conviction or bail forfeiture for a lifetime disqualifying offense (felony assaults, narcotics, property, or sex crimes);
- (c) Has a pattern of criminal behavior or other behavior which would lead the ~~City Clerk~~ Planning and Community Development Department to reasonably conclude that the applicant will not comply with ordinance requirements relating to pawnbrokers and secondhand dealers licensing requirements;
- (d) Been refused a pawnbroker or secondhand dealer license or had such license revoked under the provision of this chapter; provided, however, that any applicant denied a license under the provisions of this chapter may reapply after one year from the denial if the basis for the denial no longer exists;
- (e) Been determined to be unfit to conduct the business.

4.12.050 Maintain Records.

Ordinance No. 957 Business License Amendments

(a) Every pawnbroker and secondhand dealer doing business in the City shall maintain wherever that business is conducted a record in which shall be legibly written in the English language, at the time of each transaction the following information:

- (1) The signature of the person with whom the transaction is made;
 - (2) The date and time of the transaction;
 - (3) The name of the person or employee of the identification, as required by the Chief of Police;
 - (4) The name, date of birth, sex, height, weight, race, and current address and telephone number of the person with whom the transaction is made;
 - (5) A complete description of the property pledged, bought or consigned, including the brand name, serial number, model number or name, any initials or engravings, size, patterns, and color or stone or stones, and in the case of firearms, the caliber, barrel length, type of action, and whether it is a pistol, rifle, or shotgun;
 - (6) The price paid or the amount loaned;
 - (7) The type and identifying number of identification used by the person with whom the transaction is made which shall consist of a valid driver's license or identification card issued by any state or two pieces of identification issued by a governmental agency, one of which shall be descriptive of the person identified. At all times, one piece of current government issued picture identification will be required; and
 - (8) The nature of the transaction, a number identifying the transaction, the store identification as designated by the applicable law enforcement agency, or the name and address of the business and the name of the person or employee conducting the transaction and the location of the property.
- (b) This record shall at all times during the ordinary hours of business, or at reasonable times if ordinary hours of business are not kept, be open to the inspection of any commissioned law enforcement officer of the State or any of its political subdivisions who is accompanied by a representative of the Police Department, and shall be maintained wherever that business is conducted for three years following the date of the transaction.

4.12.060 Transcript of Records to Police Department Required.

A. Every pawnbroker or secondhand dealer in the City or their employees, shall keep an accurate record in which shall be legibly written at the time of each transaction an accurate description of the goods, articles or things purchased or pawned, the time of purchasing or pledging the same, the amount of money paid therefor or loaned thereon, the rate of interest to be paid on such loan, the time within which said pawn is to be redeemed, and the name, age, place of residence, with the street number of the house of the person selling or pledging such article or thing. When any jewelry, or gold or silver articles of any kind are sold or pledged to any pawnbroker or secondhand dealer he shall note in such records all letters or marks inscribed thereon.

B. Upon request, every pawnbroker and secondhand dealer doing business in the City shall furnish a full true and correct transcript of the record of all transactions conducted on the preceding day. These transactions shall be recorded on such forms as may be provided and in such format as may be required by the chief of police within a specified time not less than twenty-four hours. This information may be transmitted to the applicable law enforcement agency electronically by facsimile transmission, or by modem or similar device, or by delivery of computer disk subject to the requirements of and approve by the chief of police.

4.12.070 Stolen Property.

A. Following notification from a law agency that an item of property has been reported stolen, the pawnbroker or secondhand dealer shall hold that property intact and safe from alteration, damage, or commingling. The pawnbroker or secondhand dealer shall place an identifying tag or other suitable identification upon the property so held. Property held shall not be released for one hundred twenty days from the date of police notification unless released by written consent of the applicable law enforcement agency or by order of a court of competent jurisdiction. In cases where the applicable law enforcement agency has placed a verbal hold on an item, that agency must then give written notice within ten business days. If such written notice is not received within that time, the hold order will cease. The pawnbroker or secondhand dealer shall give a twenty-day written notice before the expiration of the one hundred twenty-day holding period to the applicable law enforcement agency about the stolen property. If notice is not given within the required twenty days, then the hold on the property shall continue for an additional one hundred twenty days. The applicable law enforcement agency may renew the holding period for additional one hundred twenty-day periods as necessary. After the receipt of notification from a pawnbroker or secondhand dealer, if an additional holding period is required, the applicable law enforcement agency shall give the pawnbroker or secondhand dealer written notice, prior to the expiration of the existing hold order. A law enforcement agency shall not place on hold any item of personal property unless that agency reasonably suspects that the item of personal property is a lost or stolen item. Any hold that is place on an item will be removed as soon as practicable after the items on hold is determined not to be stolen or lost.

B. If a pawnbroker or secondhand dealer has good cause to believe that any property in his or her possession has been previously lost or stolen, the pawnbroker or secondhand dealer shall promptly report that fact to the applicable chief of police or county's law enforcement officer together with the name of the owner, if known, and the date when, and the name of the person from whom it was received.

4.12.080 Consignment Property.

A. Property bought or received on consignment by any secondhand dealer with a permanent place of business in the City shall not be removed from that place of business, except consigned property returned to the owner, within thirty days after the receipt of the property. Property shall at all times during the ordinary hours of business be open to inspection to any commissioned law enforcement officer of the state or any of its political subdivisions.

B. Property bought or received on consignment in the City by a secondhand dealer without a permanent place of business in the City shall be held within the City, except consigned property returned to the owner within thirty days after receipt of the property. The property shall be available for inspection at reasonable times by any commissioned law enforcement officer of the state or any of its political subdivisions.

4.12.090 Interest Fees.

A. All pawnbrokers are authorized to charge and receive interest and other fees at the following rates for money loaned on the security of personal property actually received in pledge. The interest charged shall not exceed the rules set forth in RCW [19.60.060](#) as it now reads or is hereinafter amended.

B. The fee for the preparation of documents, pledges, or reports required under the laws of the United States of America, the state of Washington, or the counties, cities, towns, or other political subdivisions thereof, shall not exceed the amounts set forth in RCW [19.60.060](#) as it now reads or is hereinafter amended.

C. Fees as set forth in subsection A and B above may be charged only one time during the term of a pledge. A copy of the fees as set forth in RCW [19.60.060](#) as it now reads or is hereinafter amended, shall be posted prominently in each premises subject to this chapter.

4.12.100 Sale of Property.

A. A pawnbroker shall not sell any property received in pledge until both the term of the loan and the grace period of a minimum of sixty days has expired. However, if a pledged article is not redeemed within the ninety-day period of both the term of the loan and the grace period, the pawnbroker shall have all rights, title, and interest of that item of personal property. The pawnbroker shall not be required to account to the pledgor for the proceeds received from the disposition of that item. Any provision of law relating to foreclosures and the subsequent sale of forfeited pledged items, shall not be applicable to any pledge as defined under this chapter, the title to which is transferred in accordance with this section.

B. Every transaction entered into by a pawnbroker shall be evidenced by a written document, a copy of which shall be furnished to the pledgor. The document shall set forth the term of the loan, the date of the loan, the date on which the loan is due and payable, and shall inform the pledgor of the pledgor's right to redeem the pledge within sixty days after the expiration of the loan term.

4.12.110 Acts of Employees -Deemed Act of Dealer.

The act of any servant or employee of any such dealer, shall be deemed the act of such dealer.

4.12.120 Vehicle Dealers.

No person, firm, corporation, co-partnership or any other organization of any kind shall engage in the business or occupation of buying, selling, trading or in any manner handling, secondhand automobiles, trucks, tractors, motorcycles or similar vehicles for the purpose of dismantling or breaking up the same into parts without the payment of a license fee to the City of Lake Stevens per year, and all persons, firms, corporations or any other organizations engaged in handling secondhand automobiles, trucks,

motorcycles or similar vehicles for the purpose of dismantling or breaking up the same into parts shall keep an accurate account of all such motor vehicles handled, traded, purchased or sold, together with the engine number or the identification mark on such motor vehicle, the name and address of the person or persons, firm, corporation or other organization selling the same or buying the same, and such books of accounts shall at all times be kept open to the inspection of the police department; provided, that dealers in new motor vehicles who take used motor vehicles in exchange shall not be required to keep such records of sales.

4.12.130 Violations.

It is a gross misdemeanor for:

- A. Any person to remove, alter or obliterate any manufacturer's make, model or serial number, personal identification number or identifying marks engraved or etched upon an item of personal property that was purchased, consigned or received in pledge or a secondhand purchase where the manufacturer's make, model or serial number, personal identification number or identification marks engraved or etched upon an item of personal property has been removed, altered or obliterated;
- B. Any person to knowingly make, cause, or allow to be made any false entry or misstatement of any material matter in any book, record or writing required to be kept under this chapter;
- C. Any pawnbroker or secondhand dealer to receive any property from any person under the age of eighteen years, and person under the influence of intoxicating liquor or drugs, or any person known to the pawnbroker or secondhand dealer as having been convicted of burglary, robbery, theft or possession of or receiving stolen property within the past ten years whether the person is acting on his or her own behalf or as the agent of another; or
- D. Any person to violate knowingly any other provision of this chapter or amendments thereto.

4.12.140 Penalties.

Any person, firm or corporation violating any provision of this chapter shall be guilty of a gross misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$5,000 or by imprisonment not exceeding 365 days or by both such fine and imprisonment. (Ord. 555, 1997)

Chapter 4.20

BUSINESS REGISTRATION OF TELECOMMUNICATIONS CARRIERS AND PROVIDERS

Sections:

[4.20.010](#) Purpose of Telecommunications Business Registration

[4.20.020](#) Definitions

[4.20.030](#) Telecommunications Business Registration Required

[4.20.040](#) Business Registration Fee

[4.20.050](#) General Penalties

[4.20.060](#) Other Remedies

[4.20.070](#) Fees and Compensation Not a Tax

4.20.010 Purpose of Telecommunications Business Registration.

The purpose of telecommunications business registration is to:

- (a) Provide the City with accurate and current information concerning the cable operators and telecommunications carriers and providers who offer or provide services within the City, or who own or operate facilities within the City;
- (b) Assist the City in enforcement of Chapter [12.12](#) of the Lake Stevens Municipal Code;
- (c) Assist the City in the collection and enforcement of any municipal taxes, fees or charges that may be due the City; and
- (d) Assist the City in monitoring compliance with local, State and Federal laws.

4.20.020 Definitions.

For the purpose of this chapter, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

“Affiliate” means a person who (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another person;

“Cable facilities” means equipment and wiring used to transmit audio and video signals to subscribers;

“Cable operator” means a telecommunications carrier providing or offering to provide “cable service” within the City as that term is defined in the Cable Act;

“Cable service” for the purpose of this chapter shall have the same meaning provided by the Cable Act;

“City” means the City of Lake Stevens, Washington;

“Operator” means the person, firm or corporation to whom a franchise is granted pursuant to the provisions of Chapters [12.12](#) and/or 12.08 of the Lake Stevens Municipal Code;

“Person” means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers;

“Telecommunications carrier” means and includes every person that directly or indirectly owns, controls, operates or manages plant, equipment or property within the City, used or to be used for the purpose of offering telecommunications service;

“Telecommunications facilities” means the plant, equipment and property, including but not limited to, cables, wires, conduits, ducts, pedestals, antennae, electronics and other appurtenances used or to be used to transmit, receive, distribute, provide or offer telecommunications services;

“Telecommunications provider” means and includes every person who provides telecommunications services over telecommunications facilities without any ownership or management control of the facilities; and

“Telecommunications service” means the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.

4.20.030 Telecommunications Business Registration Required.

All cable operators, telecommunications carriers, and telecommunications providers who offer or provide any cable service or telecommunications service for a fee directly to the public, either within the City, or outside the corporate limits from cable or telecommunications facilities within the City, shall, on an annual basis, apply for and obtain a telecommunications business registration from the City pursuant to this chapter on forms to be provided by the City, which shall include the following:

- (a) The identity and legal status of the applicant, including any affiliates;
- (b) The name, address, telephone number, and title of the officer, agent or employee responsible for the accuracy of the telecommunications business registration application statement;
- (c) A description of applicant’s existing or proposed facilities within the City;
- (d) A description of the service that the applicant intends to offer or provide, or is currently offering or providing, to persons, firms, businesses or institutions within the City, or to those outside the City limits using facilities located within the City;
- (e) Information sufficient to determine whether the applicant is subject to the public way permitting and/or franchising requirements imposed by Chapters [12.08](#) and [12.12](#) of the Lake Stevens Municipal Code;

- (f) Information sufficient to determine whether the transmission, origination or receipt of the services provided or to be provided by the applicant constitutes an occupation or privilege subject to any municipal telecommunications tax, utility tax or other occupation tax imposed by the City;
- (g) Information sufficient to determine that the applicant has applied for and received any certificate of authority required by any Federal or State agency to provide telecommunications services or facilities within the City; and
- (h) Information sufficient to determine that the applicant has applied for and received any construction permit, operating license or other approvals required by the Federal Communications Commission to provide services or construct facilities within the City.

4.20.040 Business Registration Fee.

Each initial and all subsequent annual applications for a telecommunications business registration shall be accompanied by an application fee to be set by resolution of the City Council for the purpose of reimbursing the City for administrative expenses associated with processing the application. Business registrations shall expire annually on the date determined by the State Department of Licensing's Master License Services in coordination with the City. Licensees shall submit application renewal fees within 30 days of the expiration date. (Ord. 750, Sec. 11, 2007; Ord. 732, Sec. 5, 2006)

4.20.050 General Penalties.

(a) Civil Penalty.

(1) Any person, and the officers, directors, managing agents, or partners of any corporation, firm, partnership or other organization or business violating or failing to comply with any of the provisions of this chapter shall be subject to a penalty in an amount not less than \$100.00 nor more than \$1,000 per day for each violation from the date set for compliance until compliance with the order is achieved. All costs including attorney fees, investigation costs, shall be charged as a civil penalty.

(2) The penalty imposed by this section shall be collected by civil action brought by the City. The Mayor or designee shall notify the City Attorney in writing of the name of any person subject to the penalty, and the City Attorney shall, with the assistance of the Mayor or designee, take appropriate action to collect the penalty.

(3) The violator may show as full or partial mitigation of liability:

(a) That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or

(b) That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by factors or circumstances beyond the control of the reasonable violator.

(b) Criminal Penalties.

(1) Any person, and the officers, directors, managing agents, or partners of any corporation, firm, partnership or other organization or business violating or failing to comply with any of the applicable provisions of this chapter and who has had a judgment entered against him or her pursuant to subsection (a) of this section or its predecessors within the past five years shall be subject to criminal prosecution and upon conviction of such subsequent violation shall be fined in a sum not exceeding \$5,000 or be imprisoned for a term not exceeding one year or be both fined and imprisoned. Each day of noncompliance with any of the applicable provisions of the chapter shall constitute a separate offense.

(2) The above criminal penalty may also be imposed:

(i) For any other violation of this chapter for which corrective action is not possible;

(ii) For any willful, intentional, or bad faith failure or refusal to comply with the standards or requirements of this chapter; and

(iii) For any violation of a stop work or other order issued pursuant to this chapter.

(c) Additional Relief. The City may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the applicable provisions of this chapter when civil or criminal penalties are inadequate to effect compliance. Furthermore, violation of the terms of this chapter shall be grounds for revocation of any authorization, approval, franchise, or lease issued or granted pursuant to Chapter [12.12](#) of the Lake Stevens Municipal Code.

4.20.060 Other Remedies.

Nothing in this chapter shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this chapter.

4.20.070 Fees and Compensation Not a Tax.

The fees, charges and fines provided for in this chapter are separate from, and additional to, any and all Federal, State, local, and City taxes as may be levied, imposed or due from a telecommunications carrier or provider, its customers or subscribers or on account of the lease, sale, delivery or transmission of telecommunications services. (Ord. 562, 1998)

Chapter 4.40

ADULT ENTERTAINMENT CODE

Sections:

- [4.40.010](#) Definitions
- [4.40.020](#) Findings of Fact
- [4.40.030](#) Business Hours
- [4.40.040](#) Activities not Prohibited
- [4.40.050](#) License Suspension or Revocation
- [4.40.060](#) Notice of Appeal
- [4.40.070](#) Date, Time, Place for Hearing
- [4.40.080](#) Scope of Matters Considered in Appeal
- [4.40.090](#) Waiver of Right to Appeal
- [4.40.100](#) Action After Hearing
- [4.40.110](#) Appeal From Hearing Examiner
- [4.40.120](#) Stay During Appeal
- [4.40.130](#) License for Establishment Required; Fee; Expiration
- [4.40.140](#) License for Managers, Entertainers Required; Fee
- [4.40.150](#) Due Date for License Fees
- [4.40.160](#) Renewal of License; Late Penalty
- [4.40.170](#) License Applications
- [4.40.180](#) Manager on Premises
- [4.40.190](#) Exception From Chapter
- [4.40.200](#) Standards of Conduct and Operation
- [4.40.210](#) List of Entertainments, Fees
- [4.40.220](#) Physical Layout of Premises; Sight Obstructions
- [4.40.230](#) Notice to Customers
- [4.40.240](#) Additional Requirements for Peepshows

[4.40.250](#) Additional Requirements for Adult Entertainment Establishments

[4.40.260](#) Penalties

[4.40.270](#) Additional Enforcement

[4.40.280](#) Severability

4.40.010 Definitions.

For the purpose of this chapter the words and phrases used in this chapter shall have the following meanings unless the context otherwise indicates:

A. Adult entertainment shall mean:

1. Any exhibition, performance or dance of any type conducted in a premises where such exhibition, performance or dance involves a person who is unclothed or in such costume, attire or clothing as to expose any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva or genitals, or wearing any device or covering exposed to view which simulates the appearance of any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva or genitals, or human male genitals in a discernibly turgid state, even if completely and opaquely covered; or
2. Any exhibition, performance or dance of any type conducted in a premises where such exhibition, performance or dance is distinguished or characterized by a predominant emphasis on the depiction, description, simulation or relation to the following specified sexual activities:
 - (a) Human genitals in a state of sexual stimulation or arousal;
 - (b) Acts of human masturbation, sexual intercourse or sodomy; or
 - (c) Fondling or other erotic touching of human genitals, pubic region, buttocks or female breast; or
3. Any exhibition, performance or dance intended to sexually stimulate any patron and conducted in a premises where such exhibition, performance or dance is performed for, arranged with or engaged in with fewer than all patrons on the premises at that time, with separate consideration paid, either directly or indirectly, for such performance, exhibition or dance. For purposes of example and not limitation, such exhibitions, performances or dances are commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing, private dancing or straddle dancing.

B. Adult entertainment establishment shall mean any commercial premises to which any patron is invited or admitted and where adult entertainment is provided on a regular basis and as a substantial part of the premises activity, or as further defined and enumerated in LSMC [14.08.010](#).

C. Applicant means the individual or entity seeking an adult entertainment license in the City of Lake Stevens.

D. Applicant control persons means: All partners, corporate officers and directors and any other individuals in the applicant's business organization who hold a significant interest in the adult

entertainment establishment, based on responsibility for management of the adult entertainment business.

E. Employee shall mean any and all persons, including managers, entertainers, and independent contractors who work in or at or render any services directly related to the operation of any adult entertainment establishment.

F. Entertainer shall mean any person who provides live adult entertainment whether or not a fee is charged or accepted for such entertainment.

G. Manager shall mean any person who manages, directs, administers, or is in charge of the affairs and/or the conduct of any portion of any activity involving adult entertainment occurring at any adult entertainment establishment.

H. Operator shall mean any person operating, conducting or maintaining an adult entertainment establishment.

I. Panoram or peepshow shall mean any device which, upon insertion of a coin or by any other means of payment, including membership fee or other charge, exhibits or displays a picture or view by film, video or by any other means, including observation of live performances.

J. Panoram premises means any premises or portion of a premises or portion of a premises on which a panoram is located and which is open to the public, including through membership.

K. Person means any individual, partnership, corporation, trust, incorporated or unincorporated association, marital community, joint venture, governmental entity, or other entity or group of persons, however organized.

L. Sexual conduct means acts of (a) sexual intercourse within its ordinary meaning; or (b) any contact between persons involving the sex organs of one person and the mouth or anus of another; or (c) masturbation, manual or instrumental, of oneself or of one person by another; or (d) touching of the sex organs or anus, of oneself or of one person by another. (Ord. 525, Sec. 2, 1996)

4.40.020 Findings of Fact.

Based on public testimony and other evidence presented to it, the City Council makes the following findings of fact:

A. The secondary effects of the activities defined and regulated in this chapter are detrimental to the public health, safety, morals, and general welfare of the citizens of the City and, therefore, such activities must be regulated.

B. Regulation of the adult entertainment industry is necessary, because in the absence of such regulation significant criminal activity has historically and regularly occurred. This history of criminal activity in the adult entertainment industry has included prostitution, illegal employment of minors, narcotics and alcoholic beverage law violations, breaches of the peace, tax evasion and the presence within the industry of individuals with hidden ownership interests and outstanding arrest warrants.

C. Proximity between entertainers and patrons during adult entertainment performances can facilitate sexual contact, prostitution and related crimes. Concerns about crime and public sexual activity are legitimate and compelling concerns of the City which demand reasonable regulation of adult entertainment establishments in order to protect the public health, safety and general welfare.

D. The activities described in subsections B and C of this section occur in the absence of regulation, regardless of whether the adult entertainment is presented in conjunction with the sale of alcoholic beverages.

E. It is necessary to license entertainers in the adult entertainment industry to prevent the exploitation of minors, to ensure that each such entertainer is an adult and to ensure that such entertainers have not assumed a false name, which would make regulation of the entertainer difficult or impossible.

F. It is necessary to have a licensed manager on the premises of establishments offering adult entertainment at such times as such establishments are offering adult entertainment so that there will at all necessary times be an individual responsible for the overall operation of the adult entertainment establishment, including the actions of patrons, entertainers and other employees.

G. The license fees required in this chapter are necessary as nominal fees imposed as necessary regulatory measures designed to help defray the substantial expenses incurred by the City in regulating the adult entertainment industry.

H. Hidden ownership interests for the purposes of skimming profits and avoiding the payment of taxes have historically occurred in the adult entertainment industry in the absence of regulation. These hidden ownership interests have historically been held by organized and white collar crime elements. In order for the City to effectively protect the public health, safety, morals and general welfare of its citizens and effectively allocate its law enforcement resources, it is important that the City be fully apprised of the actual ownership of adult entertainment establishments and the identities and backgrounds of persons responsible for management and control of the adult entertainment establishment.

I. It is not the intent of this chapter to suppress or censor any expressive activities protected by the First Amendment of the United States Constitution or Article 1, Section 5 of the Washington State Constitution, but rather to enact time, place and manner regulations which address the compelling interests of the City in mitigating the secondary effects of adult entertainment establishments.

J. In addition, findings of facts developed by the City of Tukwila and other jurisdictions regarding the secondary effects of adult entertainment are attached hereto as Exhibit "A". (Ord. 525, Sec. 3, 1996)

4.40.030 Business Hours.

No adult entertainment shall be conducted between the hours of 2:00 a.m. and 10:00 a.m. (Ord. 525, Sec. 6, 1996)

4.40.040 Activities Not Prohibited.

A. This chapter shall not be construed to prohibit:

1. Plays, operas, musicals or other dramatic works which are not obscene as defined in Section 7(B);
 2. Classes, seminars and lectures held for serious scientific or educational purposes; or
 3. Exhibitions or dances which are not obscene.
- B. Whether or not activity is obscene shall be judged by consideration of the following factors:
1. Whether the average person, applying contemporary community standards, would find that the activity taken as a whole appeals to a prurient interest in sex; and
 2. Whether the activity depicts or describes in a patently offensive way, as measured against community standards, sexual conduct as described in RCW [7.48A.010](#)(2)(b); and
 3. Whether the activity taken as a whole lacks serious literary, artistic, political or scientific value. (Ord. 525, Sec. 7, 1996)

4.40.050 License suspension or revocation.

- A. The clerk may, at any time upon the recommendation of the chief of police and as provided below, suspend or revoke any license issued under this chapter:
- (1) Where such license was procured by fraud or false representation of fact; or
 - (2) For the violation of, or failure to comply with, the provisions of this chapter or any other similar local or state law by the licensee or by any of its servants, agents or employees when the licensee knew or should have known of the violations committed by its servants, agents or employees; or
 - (3) For the conviction of the licensee of any crime or offense involving prostitution, promoting prostitution, or transactions involving controlled substances (as that term is defined in RCW Article 69.50) committed on the premises, or the conviction of any of the licensee's servants, agents or employees of any crime or offense involving prostitution, promoting prostitution, or transactions involving controlled substances (as that term is defined in RCW Article 69.50) committed on the licensed premises when the licensee knew or should have known of the violations committed by its servants, agents or employees.
- B. A license procured by fraud or misrepresentation shall be revoked. Where other violations of this chapter or other applicable ordinances, statutes or regulations are found, the license shall be suspended for a period of 30 days upon the first such violation, 90 days upon the second violation within a 24 month period, and revoked for third and subsequent violations within a 24 month period, not including periods of suspension.
- C. The clerk shall provide at least ten days prior written notice to the licensee of the decision to suspend or revoke the license. Such notice shall inform the licensee of the right to appeal the decision to the hearing examiner or other designated hearing body and shall state the effective date of such revocation or suspension and the grounds for revocation or suspension.

D. Notification shall be by personal service or registered or certified mail, return receipt requested, of the decision. Notice mailed to the address on file shall be deemed received three days after mailing. The notice shall specify the grounds for the suspension or revocation. The suspension or revocation shall become effective ten days from the date the notice is delivered or deemed received, unless the person affected thereby files a written request with the Planning and Community Development Department for a hearing before the hearing examiner within such 10-day period. The Hearing Examiner or other hearing body shall render its decision within 15 days following the close of the appeal hearing. Any person aggrieved by the decision of the Hearing Examiner or other designated hearing body shall have the right to appeal the decision to the Snohomish County Superior Court within 14 days of the Hearing Examiner decision, by writ of certiorari or mandamus. The decision of the Clerk shall be stayed during the pendency of any administrative and judicial appeals except as provided in subsection (E) of this section.

E. Where the Lake Stevens Building Official, Fire Marshal or the Snohomish County Health Department finds that any condition exists upon the premises of an adult entertainment establishment which constitutes a threat of immediate serious injury or damage to persons or property, said official may immediately suspend any license issued under this chapter pending a hearing in accordance with subsection (C) of this section. The official shall issue notice setting forth the basis for the action and the facts that constitute a threat of immediate serious injury or damage to persons or property, and informing the licensee of the right to appeal the suspension to the Hearing Examiner or other designated hearing body under the same appeal provisions set forth in subsection (C) of this section; provided, however, that a suspension based on threat of immediate serious injury or damage shall not be stayed during the pendency of the appeal. (Ord. 525, Sec. 8, 1996)

4.40.060 Notice of Appeal.

Any person falling under the provisions of this chapter may appeal from any notice of suspension, denial or revocation, or civil penalty assessment by filing with the Planning and Community Development Department, within 10 days from the date the notice is delivered or deemed received, a written appeal containing:

- (a) A heading in the words: "Before the Hearing Examiner for the City of Lake Stevens";
- (b) A caption reading: "Appeal of ____" giving the names of all appellants participating in the appeal;
- (c) A brief statement setting forth the legal interest of each of the appellants participating in the appeal;
- (d) A brief statement in concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant;
- (e) A brief statement in concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside;
- (f) The signatures of all parties named as appellants and their official mailing addresses; and

(g) The verification, by declaration under penalty of perjury, of at least one appellant as to the truth of the matters stated in the appeal. (Ord. 525, Sec. 9, 1996)

4.40.070 Date, Time, Place for Hearing.

As soon as practicable after receiving the written appeal, the Hearing Examiner shall fix a date, time, and place for the hearing of the appeal. Such date shall be not less than 10 days nor more than 30 days from the date the appeal was filed with the Planning and Community Development Department, unless the parties agree to an extension of time. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the Hearing Examiner's office either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his or her address shown on the appeal. (Ord. 525, Sec. 10, 1996)

4.40.080 Scope of Matters Considered in Appeal.

Only those matters or issues specifically raised by the appellant in the written notice of appeal shall be considered in the hearing of the appeal. (Ord. 525, Sec. 11, 1996)

4.40.090 Waiver of Right to Appeal.

Failure of any person to file an appeal in accordance with the provisions of this chapter shall constitute a waiver of his or her right to an administrative hearing and adjudication of the notice and order, or any portion thereof. (Ord. 525, Sec. 12, 1996)

4.40.100 Action After Hearing.

Upon completion of the hearing, the Hearing Examiner shall:

- (a) Affirm the Planning and Community Development Department's decision; or
- (b) Reverse or modify the Planning and Community Development Department's decision. (Ord. 525, Sec. 13, 1996)

4.40.110 Appeal from Hearing Examiner.

An appeal from a decision of the Hearing Examiner shall be to the Snohomish County Superior Court and shall be served and filed within 30 days of the decision of the Hearing Examiner. In the event the applicant or license holder does not follow the procedures within the time periods set forth in this chapter, the action of the Hearing Examiner shall be final. (Ord. 525, Sec. 14, 1996)

4.40.120 Stay During Appeal.

The decision of the Clerk to suspend, revoke or refuse to renew a license under this chapter shall be stayed during administrative and judicial review, but refusal to issue an initial license shall not be stayed. (Ord. 525, Sec. 15, 1996)

4.40.130 License for Establishment Required; Fee; Expiration.

(a) Adult entertainment establishments shall not be operated or maintained in the City unless the owner or operator has first obtained a license from the Planning and Community Development Department, as set forth in this chapter. It is unlawful for any entertainer, employee or operator to knowingly work in or about, or to knowingly perform any service directly related to the operation of any unlicensed adult entertainment establishment.

(b) The fee for an adult entertainment establishment license in the City as required in this chapter shall be set by resolution. (Ord. 525, Sec. 16, 1996)

4.40.140 License for Managers, Entertainers Required; Fee.

No person shall work as a manager or entertainer at an adult entertainment establishment without having first obtained a manager's or an entertainer's license from the Planning and Community Development Department pursuant to Section 4.40.170(B). The annual fee for such a license shall be set by resolution. (Ord. 525, Sec. 17, 1996)

4.40.150 Due Date for License Fees.

(a) The license fee required by Section 4.40.130 is due and payable to the Planning and Community Development Department at least two weeks before the opening of the adult entertainment establishment.

(b) The license fee required by Section 4.40.140 is due and payable to the Planning and Community Development Department before the beginning of such entertainment or beginning employment.

(c) Every license issued or renewed pursuant to this chapter shall expire annually on the last day of the month of the original date of issue. Licensees shall submit application renewal fees within 30 days of the expiration date. (Ord. 732, Sec. 6, 2006; Ord. 525, Sec. 18, 1996)

4.40.160 Renewal of License; Late Penalty.

A late penalty shall be charged on all applications for renewal of a license received later than seven days after the expiration date of such license as set forth in the respective resolution or ordinance establishing the expiration date of such license. The amount of such penalty is fixed as follows:

Days Past Due	Additional Percentage of License Fees
8 – 30	25
31 – 60	50
61 and over	100

(Ord. 525, Sec. 19, 1996)

4.40.170 License Applications.

A. Adult Entertainment Establishment License.

1. Required Information. All applications for an adult entertainment establishment license shall be submitted to the Clerk in the name of the person or entity proposing to conduct the adult entertainment establishment on the business premises and shall be signed by such person or his or her agent and notarized or certified as true under penalty of perjury. All applications shall be submitted on a form supplied by the City, which shall require the following information:

- a. The name of the applicant, location and doing-business-as name of the proposed adult entertainment establishment, including a legal description of the property, street address, and telephone number, together with the name and address of each owner and lessee of the property.
- b. For the applicant and for each applicant control person, provide names, any aliases or previous names, driver's license number, if any, Social Security number, if any, and business, mailing, and residential address, and business telephone number.
- c. If the applicant is a partnership, whether general or limited, and if a corporation, date and place of incorporation, evidence that it is in good standing under the laws of Washington, and name and address of any registered agent for service of process.
- d. For the applicant and each applicant control person, list any other licenses currently held for similar adult entertainment or sexually oriented businesses, including motion picture theaters and panoramas, whether from the City or another city, county or state, and if so, the names and addresses of each other licensed business.
- e. For the applicant and each applicant control person, list prior licenses held for similar adult entertainment or other sexually oriented businesses, whether from the City or from another city, county or state, providing names, addresses and dates of operation for such businesses, and whether any business license or adult entertainment license has been revoked or suspended, and the reason therefor.
- f. For the applicant and all applicant control persons, any and all criminal convictions or forfeitures within five years immediately preceding the date of the application, other than parking offenses or minor traffic infractions, including the dates of conviction, nature of the crime, name and location of court and disposition.
- g. For the applicant and all applicant control persons, a description of business, occupation or employment history for the three years immediately preceding the date of the application.
- h. Authorization for the City, its agents and employees to seek information to confirm any statements set forth in the application.
- i. Two two-inch by two-inch photographs of the applicant and applicant control persons, taken within six months of the date of application showing only the full face.
- j. For the applicant or each applicant control person, a complete set of fingerprints prepared at the Lake Stevens Police Department.

k. A scale drawing or diagram showing the configuration of the premises for the proposed adult entertainment establishment, including a statement of the total floor space occupied by the business and marked dimensions of the interior of the premises. Performance areas, seating areas, manager's office and stations, restrooms and service areas shall be clearly marked on the drawing. An application for a license for an adult entertainment establishment shall include building plans which demonstrate conformance with this chapter.

l. The application must demonstrate compliance with the provisions of the City's land use code concerning allowable locations for adult entertainment establishments.

2. An application shall be deemed complete upon the applicant's provision of all information requested above, including identification of "none" where that is the correct response, and the applicant's verification that the application is complete. The Clerk may request other information or clarification in addition to that provided in a complete application where necessary to determine compliance with this chapter.

3. A nonrefundable application fee must be paid at the time of filing an application in order to defray the costs of processing the application. The application fee will be established from time to time by resolution.

4. Each applicant shall verify, under penalty of perjury, that the information contained in the application is true.

5. If any person or entity acquires, subsequent to the issuance of an adult entertainment establishment license, a significant interest based on responsibility for management or operation of the licensed premises or the licensed business, notice of such acquisition shall be provided in writing to the City Clerk Planning and Community Development Department no later than 21 days following such acquisition. The notice to the Clerk shall include the same information required for an initial adult entertainment establishment license application.

6. The adult entertainment establishment license, if granted, shall state on its face the name of the person or persons to whom it is issued, the expiration date, the doing-business-as name and the address of the licensed establishment. The license shall be posted in a conspicuous place at or near the entrance to the adult entertainment establishment so that it can be easily read at any time the business is open.

7. No person granted an adult entertainment establishment license pursuant to this chapter shall operate the establishment under a name not specified on the license, nor shall any person operate the establishment at any location not specified on the license.

8. Upon receipt of the complete application and fee, the Clerk shall provide copies to the police, fire, and community development departments for their investigation and review to determine compliance of the proposed adult entertainment establishment with the laws and regulations which each department administers. Each department shall, within twenty-five (25) days of the date of such application, inspect the application and premises and shall make a written report to the clerk whether such application and premises complies with the laws administered by each department. No license may be issued unless each department reports that the application and premises comply with the relevant laws. In the event

Ordinance No. 957 Business License Amendments

the premises is not yet constructed, the departments shall base their recommendation as to the premises' compliance on their review of the drawings submitted in the application. Any adult entertainment establishment license approved prior to a premises construction shall contain a condition that the premises may not open for business until the premises have been inspected and determined to be in substantial conformance with the drawings submitted with the application. A department shall recommend denial of a license under this subsection if it finds that the proposed adult entertainment establishment is not in conformance with the requirements of this chapter or other law in effect in the City. A recommendation for denial shall cite the specific reason therefor, including applicable laws.

9. An adult entertainment establishment license shall be issued by the clerk within thirty (30) days of the date of filing a complete license application and fee, unless the clerk determines that the applicant has failed to meet any of the requirements of this chapter or to provide any information required under this subsection or that the applicant has made a false, misleading or fraudulent statement of material fact on the application for a license. The clerk shall notify the applicant within five (5) working days of application submittal if application is incomplete, and shall grant an applicant's request for a reasonable extension of time in which to provide all information required for a complete license application. If the clerk finds that the applicant has failed to meet any of the requirements for issuance of an adult entertainment establishment license, the clerk shall deny the application in writing and shall cite the specific reasons therefor, including applicable law. If the clerk fails to issue or deny the license within thirty (30) days of the date of filing of a complete application and fee, the applicant shall be permitted, subject to all other applicable law, to operate the business for which the license was sought until notification by the clerk that the license has been denied, but in no event may the clerk extend the application review time for more than an additional twenty (20) days.

B. Application for manager or entertainer license.

1. Required information. No person shall work as a manager, assistant manager or entertainer at an adult entertainment establishment without an adult entertainment manager or entertainer license from the City. All applications for a manager's or entertainer's license shall be signed by the applicant and notarized or certified to be true under penalty of perjury. All applications shall be submitted on a form supplied by the City, which shall require the following information:

a. The applicant's name, home address, home telephone number, date and place of birth, fingerprints taken by the City Police Department at its headquarters, social security number, and any stage names or nicknames used in entertaining.

b. The name and address of each business at which the applicant intends to work.

c. Documentation that the applicant has attained the age of eighteen (18) years. Any two of the following shall be accepted as documentation of age:

i. A motor vehicle operator's license issued by any state bearing the applicant's photograph and date of birth;

ii. A state-issued identification card bearing the applicant's photograph and date of birth;

- iii. An official passport issued by the United States of America;
 - iv. An immigration card issued by the United States of America; or
 - v. Any other identification that the City determines to be acceptable.
- d. A complete statement of all convictions of the applicant for any misdemeanor or felony violations in this or any other city, county, or state within five (5) years immediately preceding the date of the application, except parking violations or minor traffic infractions.
- e. A description of the applicant's principal activities or services to be rendered.
- f. Two (2) two-inch by two-inch photographs of applicant, taken within six months of the date of application, showing only the full face.
- g. Authorization for the City, its agents and employees to investigate and confirm any statements set forth in the application.
2. The ~~City Clerk~~ Planning and Community Development Department may request additional information or clarification when necessary to determine compliance with this chapter.
3. A manager's or an entertainer's license shall be issued by the clerk within fourteen (14) days from the date the complete application and fee are received, unless the clerk determines that the applicant has failed to provide any information required to be supplied according to this chapter, or has made any false, misleading or fraudulent statements of material fact in the application, or has failed to meet any of the requirements for issuance of a license under this chapter. If the clerk determines that the applicant has failed to qualify for the license applied for, the clerk shall deny the application in writing and shall cite the specific reasons therefor, including applicable laws. If the clerk has failed to approve or deny an application for a manager's license within fourteen (14) days of filing of a complete application, the applicant may, subject to all other applicable laws, commence work as a manager in a duly licensed adult entertainment establishment until notified by the clerk that the license has been denied, but in no event may the clerk extend the application review time for more than an additional twenty (20) days.
4. Every adult entertainer shall provide his or her license to the adult entertainment establishment manager on duty on the premises prior to his or her performance. The manager shall retain the licenses of the adult entertainers readily available for inspection by the City at any time during business hours of the adult entertainment establishment.
- C. Temporary entertainer license. An applicant for an adult entertainer's license shall be issued a temporary license upon receipt of a complete license application and fee. Said temporary license will automatically expire on the fourteenth day following the filing of the complete application and fee, unless the clerk has failed to approve or deny the license application in which case the temporary license shall be valid until the clerk approves or denies the application, or until the final determination of any appeal from a denial of the application. In no event may the clerk extend the application review time for more than an additional twenty (20) days. (Ord. 525, Sec. 20, 1996)

4.40.180 Manager on Premises.

A licensed manager shall be on the premises of an adult entertainment establishment at all times that adult entertainment is being provided. (Ord. 525, Sec. 21, 1996)

4.40.190 Exception from Chapter.

This chapter does not apply to taverns and premises maintaining liquor licenses and which are subject to the rules and regulations of the Washington State Liquor Control Board. (Ord. 525, Sec. 22, 1996)

4.40.200 Standards of Conduct and Operation.

The following standards of conduct must be adhered to by employees of any adult entertainment establishment:

- A. No employee or entertainer shall be unclothed or in such less than opaque and complete attire, costume or clothing so as to expose to view any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva or genitals, except upon a stage at least eighteen (18) inches above the immediate floor level and removed at least eight (8) feet from the nearest patron.
- B. No employee or entertainer mingling with patrons shall be unclothed or in less than opaque and complete attire, costume or clothing as described in subdivision A. of this subsection, nor shall any male employee or entertainer at any time appear with his genitals in a discernibly turgid state, even if completely and opaquely covered, or wear or use any device or covering which simulates the same.
- C. No employee or entertainer mingling with patrons shall wear or use any device or covering exposed to view which simulates the breast below the top of the areola, vulva, genitals, anus or buttocks.
- D. No employee or entertainer shall caress, fondle or erotically touch any patron. No employer or entertainer shall encourage or permit any patron to caress, fondle or erotically touch any employee or entertainer. No employee or entertainer shall sit on a patron's lap or separate a patron's legs.
- E. No employee or entertainer shall perform actual or simulated acts of sexual conduct as defined in this chapter, or any act which constitutes a violation of RCW [7.48A](#), the Washington Moral Nuisances Statute.
- F. No employee or entertainer mingling with patrons shall conduct any dance, performance or exhibition in or about the non-stage area of the adult entertainment establishment unless that dance, performance or exhibition is performed at a torso-to-torso distance of no less than four (4) feet from the patron or patrons for whom dance, performance or exhibition is performed.
- G. No tip or gratuity offered to or accepted by an adult entertainer may be offered or accepted prior to any performance, dance or exhibition provided by the entertainer. No entertainer performing upon any stage area shall be permitted to accept any form of gratuity offered directly to the entertainer by any patron. Any gratuity offered to any entertainer performing upon any stage area must be placed into a receptacle provided for receipt of gratuities by the adult entertainment establishment or provided through a manager on duty on the premises. Any gratuity or tip offered to any adult entertainer conducting any performance, dance or exhibition in or about the non-stage area of the adult

entertainment establishment shall be placed into the hand of the adult entertainer or into a receptacle provided by the adult entertainer, and not upon the person or into the clothing of the adult entertainer. (Ord. 525, Sec. 23, 1996)

4.40.210 List of Entertainments, Fees.

There shall be posted and conspicuously displayed in the common areas of each place offering adult entertainment a list of any and all entertainment provided on the premises. Such list shall further indicate the specific fee or charge in dollar amounts for each entertainment listed. (Ord. 525, Sec. 24, 1996)

4.40.220 Physical Layout of Premises; Sight Obstructions.

Every place offering adult entertainment shall be physically arranged in such a manner that:

- A. Performance area. The performance area where adult entertainment as described in Section 2(A)(1) is provided shall be a stage or platform at least eighteen (18) inches in elevation above the level of the patron seating areas, and shall be separated by a distance of at least eight (8) feet from all areas of the premises to which patrons have access. A continuous railing three to five feet in height above the floor and located at least eight feet from all points of the performance area shall separate the performance area and the patron seating areas. The stage and the entire interior portion of cubicles, rooms or stalls wherein adult entertainment is provided must be visible from the common areas of the premises and at least one manager's station. Visibility shall not be blocked or obstructed by doors, curtains, drapes, or any other obstruction whatsoever.
- B. No activity or entertainment occurring on the premises shall be visible at any time from any other public place. (Ord. 525, Sec. 25, 1996)

4.40.230 Notice to Customers.

A sign shall be conspicuously displayed in a common area of the premises which shall read as follows:

This adult entertainment establishment is regulated by the City. Entertainers are:

- A. NOT PERMITTED TO ENGAGE IN ANY TYPE OF SEXUAL CONDUCT.
- B. NOT PERMITTED TO APPEAR SEMI-NUDE OR NUDE, EXCEPT ON STAGE.
- C. NOT PERMITTED TO ACCEPT TIPS OR GRATUITIES IN ADVANCE OF THEIR PERFORMANCE.
- D. NOT PERMITTED TO ACCEPT TIPS OR GRATUITIES DIRECTLY FROM PATRONS WHILE PERFORMING UPON ANY STAGE AREA. (Ord. 525, Sec. 26, 1996)

4.40.240 Additional Requirements for Peepshows.

The following additional requirements must be adhered to at any panoram or peepshow:

- A. The interior of the panoram or peepshow premises shall be arranged in such a manner as to insure that customers are fully visible from the waist down, and all persons viewing such panoram pictures shall be visible from the entrance to such premises.
- B. The licensee shall not permit any doors to public areas on the premises to be locked during business hours.
- C. Any room or area on such premises shall be readily accessible at all times for inspection by any law enforcement officer or license inspector.
- D. Sufficient lighting shall be provided in and equally distributed in and about the parts of the premises which are open to patrons so that all objects are plainly visible at all times, and so that on any part of the premises which is open to patrons, a program, menu or list printed in eight (8) point type will be readable by the human eye with 20/20 vision from two feet away. (Ord. 525, Sec. 27, 1996)

4.40.250 Additional Requirements for Adult Entertainment Establishments.

At any adult entertainment establishment the following are required:

- A. Admission must be restricted to persons of the age of 18 years or more.
- B. No adult entertainment shall be visible outside of the adult entertainment establishment, nor any photograph, drawing, sketch or other pictorial or graphic representation which includes lewd matter as defined in RCW [7.48A](#) or display of sexually explicit material in violation of RCW [9.68.130](#).
- C. Sufficient lighting shall be provided in and equally distributed in and about the parts of the premises which are open to patrons so that all objects are plainly visible at all times, and so that on any part of the premises which is open to patrons, a program, menu or list printed in eight (8) point type will be readable by the human eye with 20/20 vision from two feet away. (Ord. 525, Sec. 28, 1996)

4.40.260 Penalties.

- A. Criminal penalty. Any person violating any of the terms of this chapter shall be guilty of a misdemeanor punishable by a fine not to exceed \$1,000 or imprisonment not to exceed 90 days, or both.
- B. Civil penalty. In addition to any other penalty provided in this section or by law, any person who violates any provision of any business license ordinance shall be subject to a civil penalty in an amount not to exceed \$250.00 per violation, to be directly assessed by the ~~City Clerk~~ Planning and Community Development Department. The ~~City Clerk~~ Planning and Community Development Department, in a reasonable manner, may vary the amount of the penalty assessed to consider the appropriateness of the penalty to the size of the business of the violator; the gravity of the violation; the number of past and present violations committed; and the good faith of the violator in attempting to achieve compliance after notification of the violation. All civil penalties assessed will be enforced and collected in accordance with the procedure specified under this chapter. (Ord. 525, Sec. 4, 1996)

4.40.270 Additional Enforcement.

Notwithstanding the existence or use of any other remedy, the ~~City Clerk~~ Planning and Community Development Department may seek legal or equitable relief to enjoin any acts or practices which constitute or will constitute a violation of any provision of this chapter. (Ord. 525, Sec. 5, 1996)

4.40.280 Severability.

The provisions of this Ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Ordinance, or the validity of its application to other persons or circumstances.

(Ord. 525, Sec. 29, 1996)

DRAFT



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 28, 2016

Subject: Moratorium within the city of Lake Stevens temporarily prohibiting new construction of commercial and multifamily buildings in the Mixed Use and Central Business District zones located near 20th Street NE and Main Street pursuant to Ordinance 956

Contact Person/Department: Russ Wright
Community Development Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Actions:

- 1. Adopt Ordinance 956 temporarily prohibiting the new construction of commercial, mixed-use and multifamily buildings in the Mixed Use and Central Business District zones pursuant to the authority of RCW 36.70A.390.**
- 2. Set a time for a public hearing within 60 days of adoption of Ordinance 956 – scheduled for August 23, 2016.**

BACKGROUND/HISTORY:

The city of Lake Stevens has initiated a planning effort for Downtown Lake Stevens, which will include a subarea plan and planned action environmental impact statement (EIS). The subarea plan will include revised development regulations and design standards for commercial, mixed-use and multifamily construction. The Planned Action EIS will evaluate necessary infrastructure improvements for sewer, stormwater and streets to facilitate increased development in the downtown area. As the city's regulations and capital facilities plan do not adequately address land use controls and infrastructure improvements, staff is recommending that City Council adopt a 12-month moratorium that would temporarily prohibit the construction of new commercial, mixed-use and multifamily projects.

The Revised Code of Washington (RCW) 36.70A.390 allows jurisdictions to enact emergency regulations / moratoria to preserve the status quo without prior notice or a public hearing provided a public hearing is held within 60 days of adoption, a work plan is provided and findings of fact are addressed. The attached ordinance provides findings of fact and includes a work plan and a map that shows the area that the moratorium will affect (**Exhibit A**). The work plan sets a date for a public hearing to consider the moratorium on **August 23, 2016** and lays out a strategy for research, meetings/hearing with the Planning Commission and City Council to study and act on permanent regulations.

APPLICABLE CITY POLICIES: Title 14 of the Lake Stevens Municipal Code and the Comprehensive Plan

BUDGET IMPACT: Potential permitting fee

EXHIBITS (attached):

Exhibit A – Ordinance 956

Exhibit A

**CITY OF LAKE STEVENS
Lake Stevens, Washington**

ORDINANCE NO. 956

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, ADOPTING A TWELVE (12) MONTH MORATORIUM WITHIN THE CITY OF LAKE STEVENS TEMPORARILY PROHIBITING THE ACCEPTANCE OF ANY DEVELOPMENT AND/OR LAND USE PERMIT APPLICATIONS FOR NEW COMMERCIAL, MIXED-USE, AND MULTIFAMILY PROJECTS IN THE MIXED USE AND CENTRAL BUSINESS DISTRICT ZONES, LOCATED NEAR 20TH STREET NE AND MAIN STREET; ADOPTING A WORK PLAN AND FINDINGS OF FACT IN SUPPORT OF THE MORATORIUM; REFERRING THE MATTER TO THE PLANNING COMMISSION FOR REVIEW; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the city of Lake Stevens (City), Washington is a city in Snohomish County, Washington, planning under the Growth Management Act, Chapter 36.70A Revised Code of Washington; and

WHEREAS, RCW 36.70A.390 authorizes the City Council to adopt an immediate moratorium for a period of up to twelve (12) months if a public hearing on the proposal is held within at least sixty (60) days of its adoption and a work plan is developed for related studies providing for the moratoria period; and

WHEREAS, the City is preparing a subarea plan for Downtown Lake Stevens that will evaluate land use and zoning designations, allowed land uses, dimensional standards and design standards; and

WHEREAS, there are infrastructure limitations for sewer, stormwater and transportation in the downtown core; and

WHEREAS, the City Council desires to impose an immediate twelve (12) month moratorium on the acceptance of any development and/or land use permit applications that would result in new commercial, mixed-use and multifamily projects in the Mixed Use and Central Business District zones located near 20th Street NE and Main Street (Exhibit A); and

WHEREAS, the imposition of a moratorium will allow the City time to develop appropriate land use regulations for new commercial and multifamily construction and a capital improvement plan as part of the subarea planning process; and

WHEREAS, as outlined by the work program, attached and incorporated herein as Exhibit B, the City Council will endeavor to develop and adopt appropriate land use controls and a capital improvement plan prior to the expiration of the moratorium enacted by this Ordinance; and

WHEREAS, in the event permanent regulations are adopted prior to the expiration of the 12 month moratorium established by this Ordinance, this Ordinance may be repealed.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. The above recitals constitute findings of fact in support of the moratorium established by this Ordinance and said findings are fully incorporated into this Ordinance.

Section 2. Pursuant to the provisions of RCW 36.70A.390, the moratorium established by this Ordinance in the City of Lake Stevens prohibits the acceptance of development and/or land use permit applications for any new construction or development of commercial, mixed-use and multifamily projects within the area identified in attached Exhibit A. This ordinance shall not prohibit the operation or remodeling of existing businesses or buildings, which lawfully existed in the City under State law and City Ordinances prior to the effective date of this ordinance and shall not preclude renewal of existing licenses for businesses, which continue to be in lawful operation at the time of such renewal.

Section 3. A public hearing as required by RCW regarding this moratoria shall be scheduled within sixty (60) days of adoption of this Ordinance.

Section 4. The work plan attached and incorporated as Exhibit B is hereby adopted. Because various timeframes referenced in the plan are estimates only, the work plan may be amended as deemed necessary.

Section 5. This Ordinance shall be referred to the Lake Stevens Planning Commission for its study, review and recommendations to the City Council for new regulations for potential inclusion in the zoning and/or business licensing and tax ordinances of the City of Lake Stevens. The Work Plan attached hereto as Exhibit B is hereby adopted and incorporated herein by this reference. The Work Plan shall serve as a guide for the review by City staff, the Planning Commission and the City Council of potential new development regulations in the area.

Section 6. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, a copy of this interim Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 7. Severability. If any section, clause, and/or phrase of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity and/or unconstitutionality shall not affect the validity and/or constitutionality of any other section, clause and/or phrase of the Ordinance.

Section 8. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, PROVIDED, HOWEVER, that unless extended or earlier repealed by the act of the Lake Stevens City Council, this Ordinance shall automatically expire twelve (12) months following its effective date.

ADOPTED by the City Council and **APPROVED** by the Mayor this 28th day of June 2016.

CITY OF LAKE STEVENS

By: _____
John Spencer, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Kathleen Pugh, Deputy City Clerk

Grant K. Weed, City Attorney

First and Final Reading:_____

Date of Publication:_____

Effective Date:_____

Exhibit A

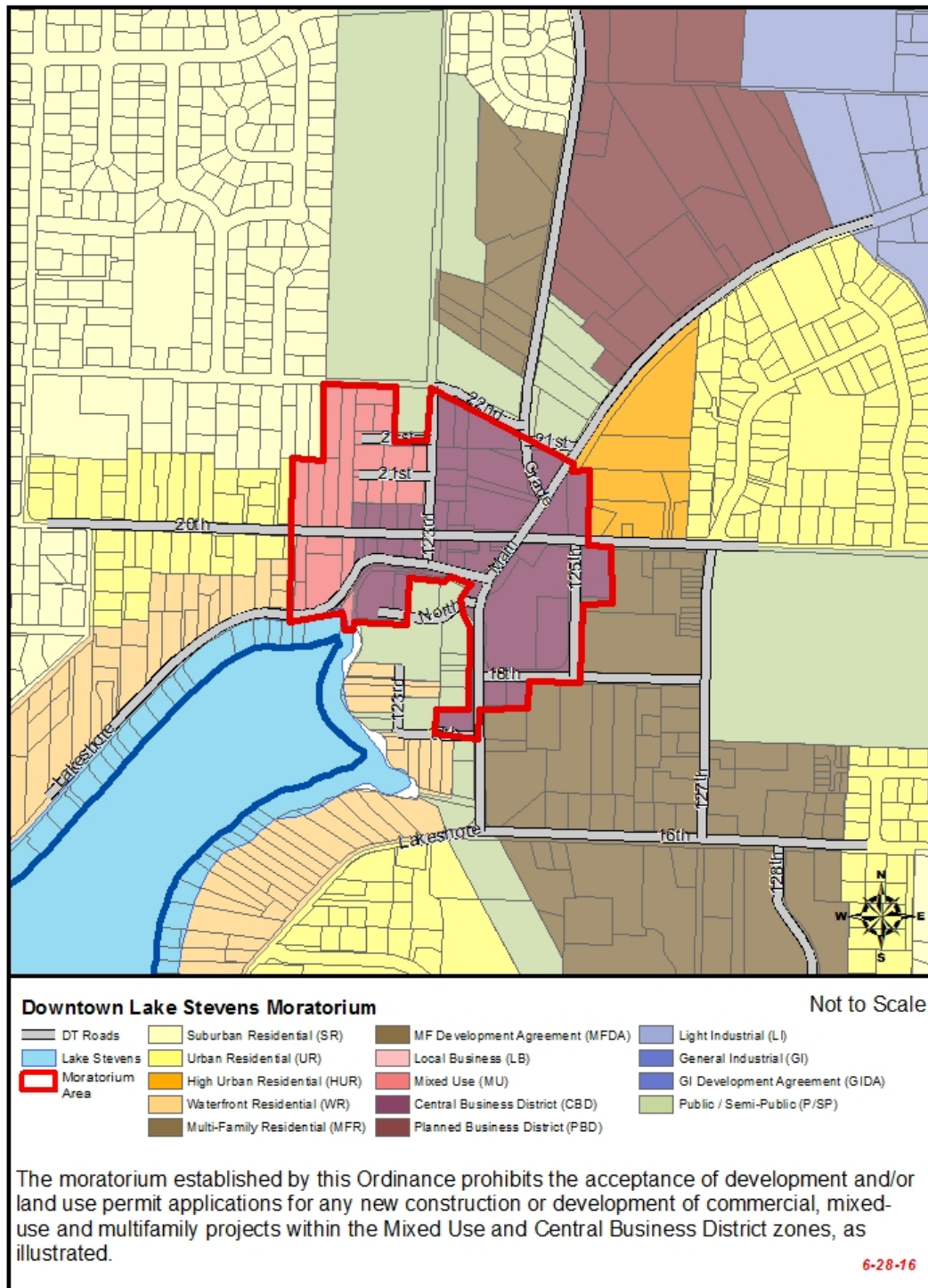


Exhibit B Work Program - City of Lake Stevens Downtown Lake Stevens Subarea Work Program

	Moratorium / Plan & Regulations / EIS											
ACTIVITY	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMEBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
PUBLIC HEARING		8/23/16										
PUBLIC ENGAGEMENT												
Kickoff												
Workshops												
Board Presentations												
PLAN DEVELOPMENT												
Data Analysis												
Development Concepts												
Technical Review												
Alternative Selection												
Final Plan & Regulations												
EIS/SEPA												
Scoping												
Alternatives Analysis												
Draft EIS												
Comment Period												
Alternative Selection												
Final EIS / Planned Action												
ADOPTION / HEARING SCHEDULE												
Attorney Review												
Planning Commission Hearing												
City Council Public Hearing, 1 st Reading												
City Council Public Hearing, 2nd &Final Reading												
Effective date												



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 28, 2016

Subject: 2016 Budget Amendment #2

Contact Person/Department: Barb Stevens/ Finance

Budget Impact: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

REVIEW: Ordinance No. 963 Amending Budget Ordinance No. 943 and including changes to Organizational Chart.

SUBCOMMITTEE RECOMMENDATION:

The requests within this proposed amendment have been brought before the Finance/HR Subcommittee and have received a positive recommendation to bring forward to City Council for approval.

SUMMARY/BACKGROUND:

Throughout the year the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award. Detailed explanations of the changes requested are described below and in the attached spreadsheet:

Revenues

- 001 – General Fund – Increase \$3,360,065
 - *Includes transfer from Contingency Reserve Fund for Property Purchase*
- 002 – Contingency Reserve Fund – Increase \$11,400
- 101 – Street Fund – Increase \$9,800
- 301 – Capital Project Development Contribution Fund - Increase \$317,000
- 303 – REET I – Increase \$2,400
- 304 – REET II – Increase \$9,000
- 309 – Sidewalk Capital Project Fund – Decrease (\$253,326)
- 401 – Sewer Fund – Increase \$1,600
- 410 – Storm & Surface Water Fund – Increase \$5,200
- 510 – Equipment Fund – Computer – Increase \$1,000
- 520 – Equipment Fund – Police – Increase \$11,000
- 530 – Equipment Fund – PW – Increase \$1,000
- 540 – Aerator Equipment Fund – Increase \$350
- 621 – Refundable Deposits Fund – Increase \$10,000

Expenditures

- 001 – General Fund – Increase \$3,494,358
 - *Includes Property Purchase*
- 002 – Contingency Reserve Fund – Increase \$2,461,824
 - *Includes transfer to General Fund for Property Purchase*

- 101 – Street Fund – Increase \$101,054
- 301 – Capital Project Development Contribution Fund - Increase \$191,000
- 304 – REET II – Increase \$40,000
- 410 – Storm & Surface Water Fund – Increase \$43,334
- 510 – Equipment Fund – Computer – Increase \$4,500
- 520 – Equipment Fund – Police – Increase \$55,000
- 621 – Refundable Deposits – Increase \$10,000

Included in this budget amendment are staffing changes that have an effect on budgeted expenditures. In addition, the attached amended organizational chart includes position changes that may/or may not have an effect on budgeted expenditures and may have been previously approved. These positions are:

- Convert (1) Police Officer position to Detective
- Convert (1) Senior Planning Lead to Senior Planner
- Add (1) Building Inspector/Code Enforcement
- Add (1) Senior Accountant
- Add (1) Mechanic (previously approved)
- (2) Seasonal Park Workers (previously approved)

The table below summarizes the previous budget actions as well as the proposed budget amendments, and the resulting budgeted balances.

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2016 Original Budget	\$ 24,845,887	\$ 20,157,422	\$ 20,466,964	\$ 24,536,345
Budget Amendment #1	\$ 1,778,535	\$ 1,405,500	\$ 2,831,660	\$ 352,375
Totals	\$ 26,624,422	\$ 21,562,922	\$ 23,298,624	\$ 24,888,720
Proposed Budget Amendment #2	\$ -	\$ 3,486,489	\$ 6,401,070	\$ (2,914,581)
Totals	\$ 26,624,422	\$ 25,049,411	\$ 29,699,694	\$ 21,974,139

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

BUDGET IMPACT:

The budget ordinance will amend the ending balances, revenues and expenditures in the funds set forth in the ordinance as well as amend the staffing positions as set forth in the organizational chart.

ATTACHMENTS:

- ▶ Attachment A: Budget Amendment Detail
- ▶ Exhibit A: Ordinance No. 963
- ▶ Exhibit A - Attachment: Amended Organizational Chart

2016 Budget Amendment Detail

Attachment A

Revenue/Expenditure Account	Fund	Total Amount	Obligated	New Request	Type	Notes
Retainage Other PW Projects	621	\$ 10,000	\$ 10,000		Rev	Retainage (equal to exp)
Retainage Release Other PW Projects	621	\$ 10,000	\$ 10,000		Exp	Retainage Release (equal to rev)
General Fund Capital Grant Funding	001	\$ 290,000	\$ 290,000		Rev	Grant Funding \$309,000 for City Hall Demo - Grant portion (equal to exp)
General Fund Capital Expenditure	001	\$ 290,000	\$ 290,000		Exp	City Hall Demo (equal to rev)
Transfer from Reserve Fund	001	\$ 2,461,824	\$ 2,461,824		Rev	Land Purchase for PD/CH (equal to exp)
Transfer to General Fund	002	\$ 2,461,824	\$ 2,461,824		Exp	Land Purchase for PD/CH (equal to rev)
Total Offsetting Revenue Amendments		\$ 2,761,824				
Total Offsetting Expenditure Amendments		\$ 2,761,824				
Revenue Account	Fund	Total Amount	Obligated	New Request	Type	Notes
Investment Interest	All	\$ 80,050	\$ 80,050		Rev	All Funds Now .43% was .14%
Arts Commission Donation	001	\$ 500	\$ 500		Rev	Donation for Music on the Lake
Building Permits	001	\$ 500,000	\$ 500,000		Rev	Revenues
Zoning & Subdivision	001	\$ 50,000	\$ 50,000		Rev	Revenues
LT Lease Ranheim	001	\$ 11,290	\$ 11,290		Rev	Lease revenue
FEMA 97.036 Storm Grant	001	\$ 26,144	\$ 26,144		Rev	2015 Storm Grant Fed portions
WA Military Storm Grant	001	\$ 2,307	\$ 2,307		Rev	2015 Storm Grant State portions
Park Mitigation	301	\$ 300,000	\$ 300,000		Rev	Park Mit (at \$500)
TIB Grant Funding	309	\$ (255,626)	\$ (255,626)		Rev	N. Lakeshore TIB Funds Deobligated
Sale of Surplus	520	\$ 10,000	\$ 10,000		Rev	Sale of surplus vehicles
Total Stand Alone Revenues		\$ 724,665				
Expenditure Account	Fund	Total Amount	Obligated	New Request	Type	Notes
General Government Property Purchase (LE)	001	\$ 2,461,824	\$ 2,461,824		Exp	Land Purchase for Police Department
Park Acquisition	301	\$ 191,000	\$ 191,000		Exp	Park Purchase/Capital Improvement - Frontier Heights (<i>being included in CFP</i>)
Legal Services	001	\$ 80,000	\$ 80,000		Exp	Legal Services
Building Professional Services	001	\$ 75,000	\$ 75,000		Exp	Building Inspections (<i>Already at \$80K - Additional Bud Adj from Sal</i>)
Finance Professional Services	001	\$ 65,000	\$ 65,000		Exp	Additional Funding for Financial Services Agreement
Street Capital/REET 2	304	\$ 51,970	\$ 51,970		Exp	36th Street Bridge Repair (in CFP) & Inspection (<i>Street Fund \$11,970</i>)
Long Term Lease - City Hall	001	\$ 150,000	\$ 50,000	\$ 100,000	Exp	City Hall Lease Payments and Furnishings (<i>placeholder</i>)
LE Operating	001	\$ 40,000	\$ 40,000		Exp	Body Camera Program (\$25K per year)
Salaries/Benefits/Operating	Various	\$ 35,000	\$ 35,000		Exp	Mechanic Position (<i>split GF/Street/SW</i>)
Administrative Professional Services	Various	\$ 35,000	\$ 35,000		Exp	Prothman City Administrator Services (<i>split GF/Street/SW</i>)
New Planning vehicle	001	\$ 27,000	\$ 27,000		Exp	Replacement vehicle for Expedition
Equipment Rental	101	\$ 25,000	\$ 25,000		EXP	Shoulder Mower - 3 Month Rental
Finance Credit Card Services	001	\$ 25,000	\$ 25,000		Exp	Credit Card Lease and Fees
General Government Professional Services	001	\$ 22,000	\$ 22,000		Exp	Property Appraisals/Space Planning
PL Professional Services	001	\$ 19,500	\$ 19,500		Exp	Plan Review Services
LE Professional Services	001	\$ 19,500	\$ 19,500		Exp	Prothman - Police Chief Services
Park Seasonal Salary/Ben/Op	001	\$ 16,000	\$ 16,000		Exp	Add 2 Seasonals (\$2K/month)
Chamber of Commerce	001	\$ 9,000	\$ 9,000		Exp	Contribution for operating Viistor Information Center (<i>\$1500/month</i>)
Operating Accounts	Various	\$ 8,000	\$ 8,000		Exp	Safety Communication System (<i>split Steet/SW</i>)
PL Travel/Meetings	001	\$ 5,000	\$ 5,000		Exp	Community Development Director Search - Travel
LE Travel/Meetings	001	\$ 5,000	\$ 5,000		Exp	Police Chief Director Search - Travel
Annual Licensing	510	\$ 4,500	\$ 4,500		Exp	IT Enterprise Agreement - (<i>more than originally requested</i>)
Community Center R&M	001	\$ 4,000	\$ 4,000		Exp	Communitiy Center Flooring Installation - (<i>more than originally requested</i>)
Capital ROW Purchase	101	\$ 3,750	\$ 3,750		Exp	ROW Grade Road Property Purchase - (<i>more than originally requested</i>)
Economic Development	001	\$ 2,100	\$ 2,100		Exp	Internship
VIC - Utilities	001	\$ 1,200	\$ 1,200		Exp	Visitor Info Center - Utilities
Executive Travel & Meetings	001	\$ 2,000	\$ 800	\$ 1,200	Exp	Travel & Meetings
Executive Board/Staff Appreciation	001	\$ 1,500	\$ 400	\$ 1,100	Exp	Staff & Board Appreciation
LE Capital Equipment Purchase	520	\$ 55,000		\$ 55,000	Exp	Replacement Marine Vessel
Operating Accounts	Various	\$ 50,000		\$ 50,000	Exp	Tools & Equipment for Mechanic Position (<i>split GF/Street/SW</i>)
Salaries/Benefits/Operating	Various	\$ 40,000		\$ 40,000	Exp	Senior Accountant Position - (<i>split GF/Street/SW</i>)
Building Salary/Ben/Op	001	\$ 36,000		\$ 36,000	Exp	Building Inspector/Code Enforcement Position
Lundeen Capital	001	\$ 20,000		\$ 20,000	Exp	Visitor Information Center - Monument Sign
Administrative Professional Services	001	\$ 19,500		\$ 19,500	Exp	Prothman - City Administator Search
Planning Operating/Software	001	\$ 14,900		\$ 14,900	Exp	Planning/Building Request - <i>computer, clothing, GIS software</i>
Sidewalk Repairs	101	\$ 12,000		\$ 12,000	Exp	Main St. Sidewalk Repair - Safety (Post office)
Administrative Travel & Meetings	001	\$ 5,000		\$ 5,000	Exp	City Administrator Search - Travel
LE Repair & Maintenance	001	\$ 2,000		\$ 2,000	Exp	Police Hand Railing (<i>safety</i>)
Subtotal Budgeted Expenditures (no offsetting)		\$ 3,639,244	\$ 3,282,544	\$ 356,700		
Highlighted requests are not one-time expenditures						
Net Change in Budgeted Cash in all Funds		\$ (2,914,579)				

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 963**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2016 BUDGET AS SET FORTH IN ORDINANCE NO. 943 AND AS AMENDED IN ORDINANCE NO. 952 CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2016.

WHEREAS, the City of Lake Stevens adopted the 2016 budget pursuant to Ordinance No. 943, and amended the 2016 budget in Ordinance 952; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2016 budget; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DO ORDAIN AS FOLLOWS:

SECTION 1. The 2016 budget, as adopted in Ordinance No. 943, and as amended in Ordinance 952 is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Revenues	\$10,101,301	\$13,461,366	\$3,360,065	Rev.
001 - General	Expenditures	\$11,170,943	\$14,665,301	\$3,494,358	Exp.
001 - General	Ending Fund Balance	\$6,852,469	\$6,718,176	(\$134,293)	EndBal.
002 - General Reserve	Revenues	\$803,100	\$814,500	\$11,400	Rev.
002 - General Reserve	Expenditures	\$8,050	\$2,469,874	\$2,461,824	Exp.
002 - General Reserve	Ending Fund Balance	\$4,202,064	\$1,751,640	(\$2,450,424)	EndBal.
101 - Street	Revenues	\$2,288,213	\$2,298,013	\$9,800	Rev.
101 - Street	Expenditures	\$3,422,527	\$3,523,581	\$101,054	Exp.
101 - Street	Ending Fund Balance	\$2,677,245	\$2,585,991	(\$91,254)	EndBal.
301 - Cap. Proj - Dev. Contrib.	Revenues	\$1,052,152	\$1,369,152	\$317,000	Rev.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$1,846,600	\$2,037,600	\$191,000	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$3,633,158	\$3,759,158	\$126,000	EndBal.
303 - Cap. Imp. - REET I	Revenues	\$726,500	\$728,900	\$2,400	Rev.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$1,253,195	\$1,255,595	\$2,400	EndBal.
304 - Cap. Imp. - REET II	Revenues	\$727,000	\$736,000	\$9,000	Rev.
304 - Cap. Imp. - REET II	Expenditures	\$1,027,164	\$1,067,164	\$40,000	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$2,320,989	\$2,289,989	(\$31,000)	EndBal.
309 - Sidewalk Capital Projects	Revenues	\$1,479,326	\$1,226,000	(\$253,326)	Rev.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$921,927	\$668,601	(\$253,326)	EndBal.
401 - Sewer	Revenues	\$1,391,226	\$1,392,826	\$1,600	Rev.
401 - Sewer	Ending Fund Balance	\$272,092	\$273,692	\$1,600	EndBal.
410 - Storm & Surface Water	Revenues	\$1,512,896	\$1,518,096	\$5,200	Rev.
410 - Storm & Surface Water	Expenditures	\$1,518,617	\$1,561,951	\$43,334	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$1,790,869	\$1,752,735	(\$38,134)	EndBal.
510 - Equip Fund - Computer	Revenues	\$152,317	\$153,317	\$1,000	Rev.
510 - Equip Fund - Computer	Expenditures	\$261,565	\$266,065	\$4,500	Exp.

510 - Equip Fund - Computer	Ending Fund Balance	\$125,712	\$122,212	(\$3,500)	EndBal.
520 - Equip Fund - Police	Revenues	\$196,200	\$207,200	\$11,000	Rev.
520 - Equip Fund - Police	Expenditures	\$188,000	\$243,000	\$55,000	Exp.
520 - Equip Fund - Police	Ending Fund Balance	\$332,349	\$288,349	(\$44,000)	EndBal.
530 - Equip Fund - PW	Revenues	\$336,180	\$337,180	\$1,000	Rev.
530 - Equip Fund - PW	Ending Fund Balance	\$259,132	\$260,132	\$1,000	EndBal.
540 - Aerator Equipment	Revenues	\$10,175	\$10,525	\$350	Rev.
540 - Aerator Equipment	Ending Fund Balance	\$129,507	\$129,857	\$350	EndBal.
621 - Refundable Deposits	Revenues	\$51,000	\$61,000	\$10,000	Rev.
621 - Refundable Deposits	Expenditures	\$71,073	\$81,073	\$10,000	Exp.

SECTION 2. Except as set forth above, all other provisions of Ordinance 943 and as amended in Ordinance 952 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this ____ day of _____, 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

Presented: June 28, 2016
Final Reading: July 12, 2016
Published:
Effective:

